

July 26, 2010

**THE BOARD OF
BENTON COUNTY
COMMISSIONERS
AGENDA PACKET**

Draft

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Regular Board Meeting
July 19, 2010, 8:30 a.m.
Commissioners' Conference Room
Benton County Courthouse, Prosser, WA

Present: Chairman James Beaver
Commissioner Max E. Benitz, Jr.
County Administrator David Sparks
Clerk of the Board Cami McKenzie

Absent: Commissioner Leo Bowman – Attending NACO Conference in Reno

Benton County Employees Present During All or a Portion of the Meeting: Deputy Administrator Loretta Smith Kelty; Adam Fyall, Community Development Coordinator; Finance Manager Keith Mercer; Personnel Manager Melina Wenner; Facilities Manager Roy Rogers; Ed Thornbrugh, Human Services Administrator; Steve Becken, Public Works Manager; Mike Shuttleworth, Planning Manager; Erhiza Rivera, Deputy Treasurer; Bryan Perry, Safety Coordinator.

Workshop Agenda

Horse Heaven Cemetery

Adam Fyall reported on the volunteer work being done at the Horse Heaven Cemetery (actually owned by Benton County). It included cleaning, weeding, removing an old wood/wire fence, grading, gravelling, and erecting a new metal fence.

Chairman Beaver requested the Board send a letter expressing its gratitude for the volunteer work being done. Mr. Fyall said he was getting quotes from Signs Now regarding appropriate signage at Benton County's property.

Additionally, Commissioner Benitz asked Adam to follow up with State Archives regarding ownership of the property because it was currently listed as owned by White Bluffs.

Rattlesnake Mountain Shooting Facility– Flag Garden

Mr. Fyall provided a few pictures and updated the Board on the flag garden being constructed at Rattlesnake Mountain Shooting Facility.

Sacajawea State Park

Mr. Fyall updated the Board on the Confluence Project at Sacajawea State Park being coordinated by the Tri-Cities Rivershore Enhancement Committee.

The Board briefly recessed, reconvening at 9:00 a.m.

Approval of Minutes

The Minutes of July 12, 2010 were approved.

Consent Agenda

MOTION: Commissioner Benitz moved to approve the consent agenda items “a” through “n”. Chairman Beaver seconded.

Discussion

Chairman Beaver said he wanted the record to reflect that Commissioner Bowman had requested item “b” (County Seat Ballot) be postponed, however, the issue was time sensitive and could not be postponed. Upon vote, the Board approved the following:

Central Services

- a. Renewal of Email Archiving System License w/Messaging Architects, Inc.

Commissioners

- b. Certification of Sufficiency on Petition to Place the Question of County Seat on the Ballot
- c. Organization of Benton County Commissioners; Rescinding Resolution 09-861

Fairgrounds

- d. Personal Service Contract w/Oxarc, Inc. for Fire Extinguisher Services

Juvenile

- e. Program Agreement, #1063-94520, w/WA St DSHS, Juvenile Rehabilitation Administration

Prosecuting Attorney

- f. Collective Bargaining Agreement w/Teamsters Local 839, Representing Road Dept.

Public Works

- g. Public Hearing Authorization for Proposed Vacation Known as Dunham Road
- h. Amendment No. 1 to Agreement, No. G1000433, w/WA St Dept of Ecology

Sheriff

- i. Personal Services Contract w/Columbia Cleaners for Uniform Cleaning
- j. Purchase of Public Safety Communication Equipment From WA State Contract
- k. Line Item Transfer, Fund No. 0000-101, Dept. 121
- l. Technical Support Agreement w/Efficiency, Inc.
- m. Law Enforcement Agreement w/Energy Northwest
- n. Registered Sex Offender Address Verification Program Agreement

The Board briefly recessed, reconvening at 9:05 a.m.

Benton Conservation District Update

Mark Nielson, Jack Clark, and Heather Wendt gave an update on the activities of Benton Conservation District and briefly discussed the following:

- For every dollar generated locally, they receive an additional \$1.3 from state and federal funds and 70 cents of in-kind services from different organizations
- Perennial Permanent Grasses along Hwy 221
- Firewise – Education Program – making structures less vulnerable to fire
- Irrigation Diversion – water use efficiency
- Xeriscape – lower water use plants
- Riparian Plantings – stream based planting along Yakima
- Fish Screens – installing fish screens that are compliant with Fish & Wildlife
- Education Programs (three – mainly to elementary age children)
- Livestock program
- Water Star grass program

Additionally, Mr. Nielson requested the Board provide a letter of support to nominate Mercer Canyon Farms for “Wildlife Farm of the Year Program”. The Board requested Mr. Nielson provide the information and they would sign a letter.

Mr. Clark said they were in the 2nd year of a staff-sharing plan with Franklin County and had pulled resources to get a bigger bang for their buck.

Commissioner Benitz said he was interested in getting assistance in reviewing the exempt wells and quality of water (ground water issues). Additionally, he asked if the District was aware of the issues with Mason County Conservation district.

Mr. Nielson said the Washington Association of Conservation District was directly involved in that process and that was going to the Supreme Court.

Vouchers

Check Date: 07/15/2010
Warrant #: 230821-230847
Direct Deposit: #: 55875-56076
Total all funds: \$113,539.03

Check Date: 07/15/2010
Taxes: #10110074
Total all funds: \$34,882.54

Check Date: 07/16/2010
Warrant #: 14463-14688
Total all funds: \$3,559,652.58

Total amounts approved by fund can be reviewed in the Benton County Auditor's Office.

Resolutions

- 10-404 Renewal of Email Archiving System License w/Messaging Architects, Inc.
- 10-405 Certification of Sufficiency on Petition to Place the Question of County Seat on the Ballot
- 10-406 Organization of Benton County Commissioners; Rescinding Resolution 09-861
- 10-407 Personal Service Contract w/Oxarc, Inc. for Fire Extinguisher Services
- 10-408 Program Agreement, #1063-94520, w/WA St DSHS, Juvenile Rehabilitation Administration
- 10-409 Collective Bargaining Agreement w/Teamsters Local 839, Representing Road Dept.
- 10-410 Public Hearing Authorization for Proposed Vacation Known as Dunham Road
- 10-411 Amendment No. 1 to Agreement, No. G1000433, w/WA St Dept of Ecology
- 10-412 Personal Services Contract w/Columbia Cleaners for Uniform Cleaning
- 10-413 Purchase of Public Safety Communication Equipment From WA State Contract
- 10-414 Line Item Transfer, Fund No. 0000-101, Dept. 121
- 10-415 Technical Support Agreement w/Efficiency, Inc.
- 10-416 Law Enforcement Agreement w/Energy Northwest
- 10-417 Registered Sex Offender Address Verification Program Agreement

There being no further business before the Board, the meeting adjourned at approximately 9:25 a.m.

Clerk of the Board

Chairman



News Release

25 Massachusetts Avenue, NW | Washington, DC 20001 | 202.393.6226 | fax 202.393.2630 | www.naco.org

FOR IMMEDIATE RELEASE
July 22, 2010

CONTACT: Jim Philipps
202-942-4220, jphilipps@naco.org

NACo appoints Bowman to chair committee

WASHINGTON, D.C. – National Association of Counties (NACo) President Glen Whitley recently appointed Commissioner Leo Bowman, Benton County, W.A. as NACo's Transportation Steering Committee Chair for 2010-11.

Whitley, judge, Tarrant County, Texas, made his policy committee leadership appointments shortly after being installed as NACo president during the association's Annual Conference and Exposition July 16-20 in Reno/Washoe County, Nev. Economic recovery and how counties can do more with less were the main themes of the conference.

"It is an honor to be appointed by President Whitley to lead NACo's Transportation Committee to help shape policies affecting local government," said Bowman. "These tough times are impacting all facets of local government, and it is important that we come up with creative solutions to our transportation dilemmas."

Bowman, a member of NACo's Board of Directors, has served on the Transportation Committee since 1997. He also serves on NACo's Programs and Services Committee.

The Transportation Steering Committee is responsible for NACo policy development on all matters pertaining to comprehensive transportation planning; rights of way; highway finance and safety; public transit development and finance; airport development; railroads; waterways; and research and development of new modes of transportation.

NACo's steering committees annually review and make recommendations to the NACo Board of Directors on public policy issues and federal legislation. The policy development process initiated by the steering committees leads to the publication of the American County Platform, which will soon be available at www.naco.org. NACo uses the Platform as a guide to deliver the county government message to the administration, Congress and the American public.

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The National Association of Counties (NACo) is the only national organization that represents county governments in the United States. Founded in 1935, NACo provides essential services to the nation's 3,068 counties. NACo advances issues with a unified voice before the federal government, improves the public's understanding of county government, assists counties in finding and sharing innovative solutions through education and research, and provides value-added services to save counties and taxpayers money. For more information about NACo, visit www.naco.org.

Q

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF A SERVICE AGREEMENT BETWEEN BENTON COUNTY ANIMAL CONTROL AND PETHEALTH SOFTWARE SOLUTIONS (USA) INC. FOR A PETPOINT APPLICATION SERVICE PROVIDER (ASP) AGREEMENT

WHEREAS, PetPoint is an Application Service Provider (ASP) developed for the animal welfare industry to support shelter and animal care operations; and

WHEREAS, ASP is a company that creates software that is delivered over the Internet, instead of being installed on a local computer or server and will maintain all of the information for each animal that is brought into the facility; and

WHEREAS, a discount up to 100% can be applied to the application use and service fees if Benton County is participating in the ShelterCare Insurance as described in Schedule B; if Benton County ensures all adopted animals over the age of 12 weeks are microchipped and registered in the 24PetWatch pet recovery service; and Benton County agrees to post pets available for adoption on their website(s) using PetPoint Adoptable Search Module, which is provided at no cost; and

WHEREAS, the Benton County Animal Control Manager has reviewed the services that PetPoint provides and recommends entering into an agreement for an Application Service Provider to track the animals that are detained within the Benton County Animal Control Facility and participate in the other services offered at no cost to the County; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington hereby concurs with the recommendation and authorizes the Chairman of the Board to sign the attached agreement between Pethealth Software Solutions (USA), Inc. and Benton County Animal Control.

Dated this day of, 20

Chairman of the Board

Chairman Pro-Tem

Member

Attest:
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

PETPOINT APPLICATION SERVICE PROVIDER AGREEMENT

THIS AGREEMENT is made as of ____/____/____ by and between Pethealth Software Solutions (USA) Inc. ("Pethealth"), a Delaware corporation, and _____ (the "Client").

WHEREAS Pethealth and the Client wish to enter into this Agreement for Pethealth to provide the Client with access to software and services on an application service provider ("ASP") basis under the terms and conditions described in this Agreement.

NOW THEREFORE in consideration of the premises and mutual covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. **Right to Access and Use the Application.** Subject to the terms and conditions of this Agreement and attached Schedules A and B:
 - (i) Pethealth hereby grants to the Client a limited, non-exclusive, non-transferable and revocable right to use the general production version of the PetPoint shelter data management software application, including all updates, improvements, enhancements and additions thereto (the "Application") on a remote basis through the ASP for the purposes set forth herein; and
 - (ii) the Client is authorized to use all functionality and all configurations of the Application that are made available through the ASP, including all updates, that are made generally available by Pethealth.

Upon request, Pethealth will provide a complete duplicate of the Client's data in Microsoft Access format (the "Client's Data") to the Client for their records on a monthly basis. Except for the limited rights granted by this Section 2, in no event will the Client acquire or retain any other right of access or use or otherwise acquire or retain any right, title or interest in or to the Application (or any modifications, improvements, enhancements or upgrades thereto or derivative works based thereon), whether in the form of intellectual property or other ownership rights or interests.

2. **Proprietary Rights.** The Client acknowledges that the Application (and all modifications, improvements, enhancements or upgrades thereto or derivative works based thereon) and all Proprietary Information of Pethealth are and shall at all times remain the sole and exclusive property of Pethealth (or its licensors). The Client agrees that it shall not: (i) permit any third party to use the Application or any services provided by Pethealth to the Client hereunder (the "ASP Services"), and (ii) use the Application or the ASP Services for the benefit of any third party. For the purposes of this Agreement, the term "Proprietary Information" means any and all information relating to the Application and the ASP Services, including the databases, computer programs, screen formats, report formats, interactive design techniques, formulae, processes, systems, software, and other information forming part of, relating to or made available as part of the Application and the ASP Services that is proprietary to Pethealth and/or its licensors and all copyrights, trademarks, service marks, trade secrets, patents, or other intellectual property and ownership rights of Pethealth and its relevant licensors related thereto.
3. **Confidentiality.** All information relating to the terms of this Agreement provided by either Pethealth or the Client in connection with the ASP Services, including any information relating to such party's business, operations, customers or otherwise ("Confidential Information") shall be used by the other party solely for the purpose of rendering services pursuant to this Agreement or otherwise discharging its obligations hereunder and, except as may be required to carry out this Agreement, shall not be disclosed to any third party without the prior consent of the party providing the information. Nothing herein shall be construed to prohibit Pethealth or the Client from disclosing Confidential Information when and to the extent required to do so by any regulatory authority, by judicial or administrative process or otherwise by applicable law or regulation.
4. **Warranties and Limitations.** The application is provided on an "as is, where is" basis without any representation or warranty or condition of any kind under applicable law, Pethealth disclaims all conditions, terms, representations and warranties, express or implied, written or oral, statutory or otherwise, including, but not limited to, warranties of merchantability, quality, fitness for a particular purpose, title or non-infringement of intellectual property. The Client assumes the entire risk as to the performance of the application. Pethealth shall provide no on-site support or on-site maintenance for the application. In no event will Pethealth be liable for any damages whatsoever (including, without limitation, those damages resulting from lost profits, lost data or business interruption, special, incidental, indirect, punitive or consequential damages, loss of use, data or profits, business interruption, loss of business information or other pecuniary loss) arising out of the use, inability to use, or the results of use of the application whether based on warranty, contract or tort (even if the damages are caused by breach of contract including fundamental breach), or by the negligence or other fault of Pethealth.

b

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AUTHORIZATION OF A REIMBURSABLE PAYMENT TO G2 COMMERCIAL CONSTRUCTION, INC. FOR THE COST OF PLANS, SEWER & WATER PERMITS FOR THE BENTON COUNTY ANIMAL CONTROL FACILITY

WHEREAS, the City of Kennewick requires several different permits for the construction of the Benton County Animal Control Facility and Benton County is responsible for the permit fees of the plans, sewer, and water; and

WHEREAS, payment for all permit fees were required to be paid prior to the City of Kennewick releasing the permits; and to expedite the permit process, G2 Construction paid for all permits in full and billed Benton County for the reimbursement of the permit fees the County is responsible for; and

WHEREAS, these fees are outside the scope of the contract between Benton County and the G2 Commercial Construction, Inc. for the construction of the Animal Control Facility; **NOW, THEREFORE**

BE IT RESOLVED the Board of Benton County Commissioners hereby authorizes the reimbursement payment to G2 Commercial Construction, Inc in the amount of \$5,232.58 for the permit fees that Benton County is responsible for.

Dated this day of, 20

Chairman of the Board

Chairman Pro-Tem

Member

Attest:
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

G² CONSTRUCTION

201 N. Edison Street, Ste 227
 Kennewick, WA 99336
 Phone: (509) 783-8900
 Fax: (509) 783-8901

INVOICE

9

RECEIVED
 JUL 19 2010
 BENTON COUNTY
 COMMISSIONERS

SOLD TO Benton County
 620 Market Street
 PO Box 190
 Prosser, WA 99350

SHIP TO Animal Control Facility
 1116 N. Grant Court
 Kennewick, WA 99336

ACCOUNT NO	PO NUMBER	SHIP VIA	DATE SHIPPED	TERMS	INVOICE DATE	PAGE
BENTON				Net 30	7/15/2010	1

ITEM NO	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED
PLAN	1	Animal Control Facility Plan Review Charge (reimbursable)	2705.00	2,705.00*
SEWER	1	Animal Control Facility Sewer Area Charge (reimbursable)	1838.24	1,838.24*
WATER	1	Animal Control Facility Water Area Charge (reimbursable)	689.34	689.34*

* means item is non-taxable

TOTAL AMOUNT 5,232.58

Online Services

Home
Citizen Services

Permits & Inspections: Estimate Fees

7/21/2010 8:29:22 AM

[Logon](#) | [Help](#) | [Contact](#)

The fees below are an estimate only and are based on the information provided by you.

For a printer friendly version of this fee estimate, [Click here.](#)

Permit Type:

Fee Estimate

Fee Description	Fee
Plan check fee	2,705.00
State fee	4.50
Building permit fees	4,162.25
Total Estimated Fees:	6,871.75

[Edit Details](#)

Details

Field Name	Field Value
sprinkler system required	no

[Exit Estimation](#)

G2 COMMERCIAL CONSTRUCTION, INC.

1043

City of Kennewick
 210 W. 6th Ave
 P.O. Box 6108
 Kennewick, WA 99336-0108

Check: 1043
 Date: 7/9/2010
 Vendor: CITK

<u>Invoice</u>	<u>P.O. Num.</u>	<u>Invoice Amt</u>	<u>Prior Balance</u>	<u>Retention</u>	<u>Discount</u>	<u>Amt. Paid</u>
Build Permit Animal		2,705.00	2,705.00	0.00	0.00	2,705.00
		2,705.00	2,705.00	0.00	0.00	2,705.00

9039

www.checksforless.com 600-245-5775 Order # J44461-1



Public Works Utility Permit City of Kennewick

P.O. Box 6108 Kennewick, WA 99336
(509) 585-4246

PERMIT # DPW-2010-02410

Date 6/22/2010

Applicant Contractor: **BERNARDO-WILLS ARCHITECTS, GARY BERNA
G2 CONSTRUCTION INC
201 N EDISON ST
STE 227
KENNEWICK WA 99336**

Applicant Phone: (509) 838-4511
Contractor Phone: (509) 783-8900
Contractor BL#: 103384

Property Address: 1116 N GRANT PL

Parcel#/Legal Description: 1-3399-201-2508-002 / Section 33 Township 9 Range 29 SHORT PLAT #2508 LOT 2 AF#00-017385

PAID
JUL 07 2010
CITY OF KENNEWICK
BY: DK

Lot Size 45956 Frontage County Permit OUA/POA

Meter Information

Size 2 Stubbed y
****Grade Stake Is Required for Meter Set****

Sewer Information

Stub Stub Length

Special Information

Live Taps Size Tap

Size Main Main Type

Fees Applicable

Water Meter	1,125.00
Water Frontage	0.00
Water Area Charge	689.34
Water Live Tap	0.00
Hydrant Meter Deposit	0.00
Hydrant Meter Service Charge	0.00
Swimming Pool Labor Charge	0.00
Swimming Pool Water Charge	0.00
Sewer Main Fee	0.00
Sewer Tap Fee	0.00
Sewer Stub Fee	0.00
Sewer Area Charge	1,838.24

Pool Fill Date **TOTAL FEES** 3,652.58

**All connections to the City of Kennewick's sanitary sewage system must be inspected.
Please call the Building Department to schedule an inspection - 585-4282 city or 735-3500 county**

COMMENTS

Benton County Animal Control Facility 2 inch domestic meter, Water & Sewer Area fees.

C

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN CURRENT EXPENSE FUND NO. 0000-101, DEPARTMENT NUMBER 101, ASSESSOR, FOR ENGINEER SERVICES IN THE AMOUNT OF \$500.00

BE IT RESOLVED, by the Board of Benton County Commissioners, that \$500.00 shall be transferred as more clearly defined in Exhibit "A" attached hereto:

Dated this day of, 2010

Chairman of the Board

Chairman Pro-Tem

Member

Attest:
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

BENTON COUNTY LINE ITEM TRANSFER

Exhibit "A "

Dept Name: Assessor Dept Nbr: 101
 Fund Name: Current Expense Fund Nbr: 0000-101

TRANSFER FROM:

TRANSFER TO:

BASE SUB	LINE ITEM NAME	AMOUNT	BASE SUB	LINE ITEM NAME	AMOUNT
(6 digit)	(4 digit)		(6 digit)	(4 digit)	
514.249	4102 Contract Services	\$500	514.240	9103 Engineer Services	\$500
TOTAL		\$500	TOTAL		\$500

Explanation:

The Benton County Assessor's office is in need of funding to the engineer services line item. The 2003 Ford Expedition, which we are responsible for maintaining needed the air conditioning recharged.

Prepared by: Barbara Wagner by Harriet Mercer

Date: July 20, 2010

Approved Denied

Date: _____

Chairman

Member

Member

COPY

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN
ELECTION RESERVE FUND NUMBER 0111101

BE IT RESOLVED, by the Board of Benton County Commissioners, that
funds shall be transferred as outlined in Exhibit "A", attached hereto.

Dated this _____ day of _____, _____

Chairman of the Board

Member

Member

Constituting the Board of County Commissioners
of Benton County, Washington.

Attest: _____
Clerk of the Board

cc: B. Chilton, Auditor; File

B. CHILTON

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Election Reserve Dept Nbr: N/A
 Fund Name: Election Reserve Fund Nbr: 0111101

TRANSFER FROM: Dept. _____ TRANSFER TO: Dept. _____

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
511.700	3101	Office Supplies	\$3,001	511.700	3501	Small Tools & Equipment	\$3,001
TOTAL			\$3,001	TOTAL			\$3,001

Explanation:

The Auditor's office received a HAVA grant for the purchase of a new envelope opener for ballot processing. The existing envelope opener was nearly 12 years old. We will be receiving revenue to offset this purchase.

Prepared by: B. Chilton, Auditor Date: 21-Jul-2010
 Approved Denied Date: _____

 Chairman

 Member

 Member

e

LETTER TO TEAMSTERS LOCAL
UNION

f

<u>AGENDA ITEM</u>	<u>ACTION NEEDED</u>	<u>DISCUSSION TYPE</u>
Meeting Date: 26 Jul 2010 Subject: Ken Hohenberg Memo Date: 21 Jul 2010 Prepared By: AJF Reviewed By: JB	Execute Contract Pass Resolution Pass Ordinance Pass Motion X Other	Consent Agenda X Public Hearing 1st Discussion 2nd Discussion Other

SUMMARY & BACKGROUND

Staff drafted the attached letter for Board consideration.

Leo Bowman
District 1
Max Benitz, Jr.
District 2
James Beaver
District 3

Board of County Commissioners
BENTON COUNTY

David Sparks
County Administrator

Loretta Smith Kelty
Deputy County Administrator

26 July 2010

Ken Hohenberg, Chief of Police
City of Kennewick
741 South Dayton Street
Kennewick, Washington 99336

Re: Law Enforcement Executive of the Year

Dear Chief Hohenberg,

The Benton County Board of Commissioners congratulates you on your recent award of "Law Enforcement Executive of the Year" as recognized by the Drug Enforcement Administration. We have been aware of your tireless commitment to drug resistance education in the community for many years. We thank you for that commitment and all of your work in this area, and we are proud that you have been so recognized by your peers.

A national award of this esteem is evidence of strong personal character and conviction, and that character translates forcefully into building a better community. We thank you for all of your efforts to keep the Drug Abuse Resistance Education program alive in Kennewick under the stress of tight budgets, and for getting your officers into the community so that our young people can get to know police officers as trusted adults in the community.

Sincerely and with Appreciation,

BOARD OF COUNTY COMMISSIONERS

Jim Beaver, Chairman

Leo Bowman, Member

Max E. Benitz, Jr., Member

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF TERMINATING THE PUBLIC WORKS CONTRACT BETWEEN BENTON COUNTY AND BARRICH INC. DOING BUSINESS AS MRP SERVICES AND RESCINDING RESOLUTION 09-188

WHEREAS, Benton County and Barrich Inc. entered into a contract on March 23, 2009 via Resolution 09-188; and

WHEREAS, Barrich Inc. agreed to pump and clean the 20,000 gallon grease trap every eight (8) months; and

WHEREAS, the last pumping and cleaning of the grease trap was on May 20, 2009; and

WHEREAS, Barrich Inc. has not attempted to contact Benton County to schedule another pumping and cleaning; and

WHEREAS, Benton County has tried to schedule a pumping and cleaning with Barrich Inc., but those attempts were unsuccessful; and

WHEREAS, on April 26, 2010, the Benton County Finance Manager received information that Barrich Inc. went bankrupt and would no longer be performing services for Benton County; and

WHEREAS, several attempts were made to contact Barrich Inc. to verify the information received by the Finance Manager; and

WHEREAS, Barrich Inc. has not returned voicemails or attempted to contact Benton County to notify us of their current situation; and

WHEREAS, the Finance Manager recommends rescinding Resolution 09-188; **NOW THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington, the Board concurs with the Finance Manager's recommendation and hereby rescinds Resolution 09-188; and

BE IT FURTHER RESOLVED, the termination of the contract was caused by Barrich Inc.'s breaching the contract.

Dated this _____ day of _____, 2010.

Chairman of the Board

Member

Member

Constituting the Board of Commissioners
of Benton County, Washington.

Attest.....
Clerk of the Board

Orig: Sheriff
cc: Auditor, R. Ozuna,

RESOLUTION

h

**BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY,
WASHINGTON**

**IN THE MATTER OF THE TEMPORARY PEDESTRIAN BRIDGE AGREEMENT
BETWEEN BENTON COUNTY FAIRGROUNDS AND BENTON FRANKLIN FAIR
ASSOCIATION**

WHEREAS, the Benton Franklin Fair Association and Benton County entered into an agreement to lease facilities as described in the Fairground Lease dated January 1, 2006 for the purpose of an agricultural fair; and

WHEREAS, the Benton Franklin Fair Association desires to have a temporary pedestrian bridge over the horse racing track between Sundown's seating area and the rodeo bleachers; and

WHEREAS, the Benton County Administrator recommends entering into an agreement with the Benton Franklin Fair Association for the erection and removal of a temporary pedestrian bridge;
NOW THEREFORE,

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington hereby concurs with the recommendation and authorizes the Benton County Administrator to sign the agreement between Benton County and Benton Franklin Fair Association attached hereto.

Dated this _____ day of _____ 2010.

Chairman of the Board

Member

Member

Attest: _____
Clerk of the Board

**Constituting the Board of County
Commissioners of Benton County,
Washington**

**TEMPORARY PEDESTRIAN BRIDGE AGREEMENT
BENTON COUNTY FAIRGROUNDS**

WHEREAS, the Benton Franklin Fair Association, a non-profit corporation organized under the laws of the State of Washington, hereinafter the LESSEE, and Benton County a political subdivision of the State of Washington, hereinafter COUNTY, entered into an agreement to lease Facilities as described in the Fairgrounds Lease dated January 1, 2006 and recorded at 2006-009867 for the purpose of an agricultural fair.

WHEREAS, LESSEE desires to have a temporary pedestrian bridge (hereinafter referred to as "Bridge"), over the horse racing track between Sundowns seating area and the Rodeo bleachers, hereinafter referred to as the BRIDGE;

WHEREAS the parties agree that this agreement should not be construed as a leasehold improvement, and should, instead, be construed as an amendment to the above referenced lease agreement whereby LESSEE is permitted to erect and utilize personal property during the term of the lease with the recognition that COUNTY will not exercise any authority over the use, erection or maintenance of the personal property; **NOW, THEREFORE,**

IT IS HEREBY MUTUALLY RESOLVED, that the COUNTY and LESSEE agree to the following conditions regarding the proposed installation of the BRIDGE.

1. Purpose

LESSEE, pursuant to all terms and conditions herein, shall erect and remove a temporary pedestrian bridge between the Sundowns seating area and the Rodeo bleachers and the COUNTY, shall allow, pursuant to all terms and conditions, herein, the erection and removal of said temporary pedestrian bridge. The bridge shall be constructed, erected, and maintained in a workmanline manner in compliance with any applicable industry standards.

2. Temporary Pedestrian Bridge

LESSEE will obtain, assemble, affix and construct the Bridge pursuant to the terms and conditions herein, and, by the date specified below, LESSEE shall disassemble, remove and deconstruct the Bridge pursuant to the herms and conditions herein.

3. Timeline

LESSEE will assemble and construct the Bridge after August 1, 2010. LESSEE will disassemble and remove the BRIDGE from the grandstands/bleachers prior to August 31, 2010 and move it to a location as approved to in writing by the COUNTY. If the BRIDGE is not disassembled and removed from the grandstands/bleachers area prior to August 31, 2010, the COUNTY will perform any and all disassembly and removal of the BRIDGE and LESSEE will reimburse the COUNTY for any and all costs associated with removal.

4. Permitting

LESSEE shall obtain all necessary licenses and permits required to assemble, affix, construct, disassemble, remove and deconstruct the BRIDGE, including but not limited to an engineer's inspection report for safety. LESSEE shall provide a copy of the report to the COUNTY by

August 15, 2010. LESSEE shall be solely responsible, at all times the bridge is in place, for conducting any maintenance or checks to ensure that the bridge remains safe for pedestrian use, and remains in compliance with any applicable codes or ordinances.

5. Funding

LESSEE shall pay all costs, fees, and/or expenses associated with the performance of this Agreement including construction, removal and maintenance of the bridge.

6. Labor

LESSEE will provide all labor to perform this Agreement.

7. Hold Harmless and Indemnification

The LESSEE shall hold harmless, indemnify and defend the COUNTY, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons, including LESSEE'S own volunteers, employees or agents, or damage to property or business, caused by or arising out of the LESSEE'S acts, errors or omissions in the performance of this Contract. PROVIDED, that the LESSEE'S obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the LESSOR, Benton County, its officers, officials, employees or agents.

In any and all claims against the COUNTY, its officers, officials, employees and agents by any employee of the LESSEE, anyone directly or indirectly employed by, or volunteering for, any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the LESSEE under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the LESSEE expressly waives any immunity the LESSEE might have had under such laws. By executing this Contract, the LESSEE acknowledges that the foregoing waiver has been mutually negotiated by the parties.

The LESSEE'S obligations hereunder shall include, but are not limited to, investigating, adjusting and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the LESSEE, the LESSEE'S employees, agents or volunteers.

8. Insurance

LESSEE shall ensure that each volunteer or employee who performs any work on the installation, construction, erection, deconstruction or maintenance of the bridge is covered under a workman's compensation policy through the Department of Labor and Industries during all periods of time covered by this agreement. No volunteer or employee of LESSEE who is not so covered shall perform any work related in any way to the installation, construction, erection, deconstruction or maintenance of the bridge.

Lessee shall obtain, and maintain in force throughout the period of work contemplated by this agreement, commercial general liability insurance in the amount of no less than \$1,000,000 per accident or incident with a general aggregate limit of \$2,000,000.

a. Additional insurance terms:

- (1) The LESSEE'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTY, its elected and appointed officers, officials, employees and agents.
- (2) The COUNTY, its officers, officials, employees and agents shall be added as additional insureds with respect to performance of services on all required insurance policies, except for any required automobile liability policy.
- (3) The LESSEE'S liability insurance policies shall contain no special limitations on the scope of protection afforded to the LESSOR as an additional insured. Specifically, the policies shall not exclude contractual liability pursuant to the indemnification and hold harmless provisions contained in section 7 of this agreement.
- (4) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY, its officers, officials, employees or agents.
- (5) The LESSEE'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (6) The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification.
- (7) The LESSEE shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. If the LESSEE'S liability coverage is written as a claims made policy, then the LESSEE must evidence the purchase of an extended reporting period or "tail" coverage for a three-year period after completion of the services required under this Contract.

b. Verification of Coverage and Acceptability of Insurers: All insurance required under this CONTRACT shall be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports. Any exception to this requirement must be reviewed and approved by the Benton County Prosecutor's Office. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policy must comply with Chapter 48.15 RCW and 284-15 WAC.

- (1) The LESSEE shall furnish the LESSOR with properly executed and unaltered accord form certificates of insurance or a signed policy endorsement which shall clearly evidence all required insurance no less than ten (10) days prior to the commencement of the work

contemplated in this agreement. The certificates will, at a minimum, list limits of liability and coverage. The certificates will provide that the underlying insurance contract will not be canceled or allowed to expire, except on thirty (30) days prior written notice to the LESSOR. Any certificate or endorsement limiting or negating the insurer's obligation to notify the LESSOR of cancellation or changes shall be altered so as not to negate the intent of this provision.

- (2) The LESSEE shall furnish the LESSOR with evidence that the additional insured provision required above has been met. This proof must be in the form of an insurance certificate as well as the endorsement pages of the policy showing the LESSOR as an additional insured.
- (3) Certificates of insurance shall show the certificate holder as "Benton County" and include "c/o" the COUNTY'S Contract Representative. The address of the certificate holder shall be shown as the current address of the COUNTY'S Contract Representative.
- (4) All written notices under this Section 8 and notice of cancellation or change of required insurance coverages shall be mailed to the LESSOR at the following address:

Caroline Bowen
Benton County Fairgrounds
1500 S. Oak Street Building #20
Kennewick, WA 99337
- (5) The LESSEE or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the LESSOR.

9. Independent Contractor

- a. The LESSEE'S services shall be furnished by the LESSEE as an independent contractor and not as an agent, employee or servant of the LESSOR. The LESSEE specifically has the right to direct and control LESSEE'S own activities in providing the agreed services in accordance with the specifications set out in this Contract.
- b. The LESSEE shall have and maintain complete responsibility and control over all of its volunteers, employees, agents, and representatives. No volunteer, employee, agent, or representative of the LESSEE shall be or deem to be or act or purport to act as an employee, agent, or representative of the LESSOR or of Benton County, and no volunteer, employee, agent or representative of the LESSEE shall claim or otherwise assert rights to any benefits, including, but not limited to, accident insurance, worker's compensation benefits, pay, medical insurance, or fringe benefits, which are actually, or customarily, given to employees, or agents of the LESSOR or Benton County.

10. Fairgrounds Lease Incorporation

The parties specifically agree herein that they shall be bound by all the terms and conditions of the aforementioned Fairgrounds Lease in execution of this Agreement.

BENTON COUNTY

BENTON FRANKLIN FAIR ASSOCIATION

David Sparks, County Administrator
Date:

Doug Elliott

Doug Elliott, President
Date:

Approved as to Form

[Signature]

Civil Deputy Prosecutor

BENTON AND FRANKLIN COUNTIES ACTION SUMMARY COVER SHEET

AGENDA ITEM	TYPE OF ACTION NEEDED	
Amendment #09/10-DD-CI-01	<input checked="" type="checkbox"/> Execute Contract	<input checked="" type="checkbox"/> Consent Agenda
	<input checked="" type="checkbox"/> Pass Resolution	<input type="checkbox"/> Public Hearing
	<input type="checkbox"/> Pass Ordinance	<input type="checkbox"/> 1 st Discussion
	<input type="checkbox"/> Pass Motion	<input type="checkbox"/> 2 nd discussion
Prepared By: Carol Carey	<input type="checkbox"/> Other	<input type="checkbox"/> Other

BACKGROUND INFORMATION

The Department of Human Services (DHS) contracts with Columbia Industries to provide Developmental Disabilities services in Benton and Franklin Counties. The original agreement will expire June 30, 2010. DHS would like to extend the original agreement to August 31, 2010 to allow the Division of Developmental Disabilities to send their budget amendments to the Counties without interruption of services.

SUMMARY

Award: Consideration shall be Fee-For-Service
Period: July 1, 2009 to **August 31, 2010**
Funding Source: Division of Developmental Disabilities

RECOMMENDATION

- Sign the resolution to accept the proposed agreement.
- Approve the proposed agreement by signing all the copies where indicated.

FISCAL IMPACT

Funding for the services described in this Amendment is provided by the Division of Developmental Disabilities. **There is no impact on the current expense budget.** All revenues and expenditures are from the Fund 0108-101 Human Services Budget.

MOTION

To approve signing Amendment #09/10-DD-CI-01 with Columbia Industries and authorize the Chair to sign on behalf of the Board.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

BEFORE THE BOARDS OF COMMISSIONERS OF BENTON AND FRANKLIN COUNTIES, WASHINGTON

IN THE MATTER OF EXECUTION OF AN AMENDMENT FOR EXTENDING AGREEMENTS FOR DEVELOPMENTAL DISABILITIES SERVICES IN BENTON AND FRANKLIN COUNTIES BETWEEN COLUMBIA INDUSTRIES AND THE DEPARTMENT OF HUMAN SERVICES, AMENDMENT #09/10-DD-CI-01

WHEREAS, the Amendment to Agreement #09/10-DD-CI serves to extend the underlying Agreement by sixty (60) days. As herein amended, the Agreement End Date shall be August 31, 2010; and

WHEREAS, the consideration of the funding remains at Fee-For-Service; **NOW THEREFORE**,

BE IT RESOLVED that the Boards of Benton and Franklin County Commissioners hereby accept the proposed Amendment; and

BE IT FURTHER RESOLVED that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be, and they hereby are, authorized to sign, on behalf of their respective county, Amendment #09/10-DD-CI-01.

Dated this . . . day of, 2010.

Dated this . . . day of, 2010.

Chair

Chair

Member

Member

Member
Constituting the Board of County Commissioners
of Benton County, Washington

Member
Constituting the Board of County Commissioners
of Franklin County, Washington

Attest _____
Clerk of the Board

Attest _____
Clerk of the Board

BENTON AND FRANKLIN COUNTIES ACTION SUMMARY COVER SHEET

AGENDA ITEM	TYPE OF ACTION NEEDED	
Amendment #09/10-DD-GW-01	<input checked="" type="checkbox"/> Execute Contract <input checked="" type="checkbox"/> Pass Resolution <input type="checkbox"/> Pass Ordinance <input type="checkbox"/> Pass Motion <input type="checkbox"/> Other	<input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Public Hearing <input type="checkbox"/> 1 st Discussion <input type="checkbox"/> 2 nd discussion <input type="checkbox"/> Other
Prepared By: Carol Carey		

BACKGROUND INFORMATION

The Department of Human Services (DHS) contracts with Goodwill Industries of the Columbia, Inc. to provide Developmental Disabilities services in Benton and Franklin Counties. The original agreement will expire June 30, 2010. DHS would like to extend the original agreement to August 31, 2010 to allow the Division of Developmental Disabilities to send their budget amendments to the Counties without interruption of services.

SUMMARY

Award: Consideration shall be Fee-For-Service
Period: July 1, 2009 to **August 31, 2010**
Funding Source: Division of Developmental Disabilities

RECOMMENDATION

- Sign the resolution to accept the proposed agreement.
- Approve the proposed agreement by signing all the copies where indicated.

FISCAL IMPACT

Funding for the services described in this Amendment is provided by the Division of Developmental Disabilities. **There is no impact on the current expense budget.** All revenues and expenditures are from the Fund 0108-101 Human Services Budget.

MOTION

To approve signing Amendment #09/10-DD-GW-01 with Goodwill Industries of the Columbia, Inc. and authorize the Chair to sign on behalf of the Board.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

BEFORE THE BOARDS OF COMMISSIONERS OF BENTON AND FRANKLIN COUNTIES, WASHINGTON

IN THE MATTER OF EXECUTION OF AN AMENDMENT FOR EXTENDING AGREEMENTS FOR DEVELOPMENTAL DISABILITIES SERVICES IN BENTON AND FRANKLIN COUNTIES BETWEEN GOODWILL INDUSTRIES OF THE COLUMBIA, INC. AND THE DEPARTMENT OF HUMAN SERVICES, AMENDMENT #09/10-DD-GW-01

WHEREAS, the Amendment to Agreement #09/10-DD-GW serves to extend the underlying Agreement by sixty (60) days. As herein amended, the Agreement End Date shall be August 31, 2010; and

WHEREAS, the consideration of the funding remains at Fee-For-Service; **NOW THEREFORE**

BE IT RESOLVED that the Boards of Benton and Franklin County Commissioners hereby accept the proposed Amendment; and

BE IT FURTHER RESOLVED that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be, and they hereby are, authorized to sign, on behalf of their respective county, Amendment #09/10-DD-GW-01.

Dated this . . . day of, 2010.

Dated this . . . day of, 2010.

Chair

Chair

Member

Member

Member
Constituting the Board of County Commissioners
of Benton County, Washington

Member
Constituting the Board of County Commissioners
of Franklin County, Washington

Attest _____
Clerk of the Board

Attest _____
Clerk of the Board

BENTON AND FRANKLIN COUNTIES ACTION SUMMARY COVER SHEET

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AGENDA ITEM	TYPE OF ACTION NEEDED	
Amendment #09/10-DD-ARC-01	<input checked="" type="checkbox"/> Execute Contract <input checked="" type="checkbox"/> Pass Resolution <input type="checkbox"/> Pass Ordinance <input type="checkbox"/> Pass Motion <input type="checkbox"/> Other	<input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Public Hearing <input type="checkbox"/> 1 st Discussion <input type="checkbox"/> 2 nd discussion <input type="checkbox"/> Other
Prepared By: Carol Carey		

BACKGROUND INFORMATION

The Department of Human Services (DHS) contracts with The Arc of Tri-Cities to provide Developmental Disabilities services in Benton and Franklin Counties. The original agreement will expire June 30, 2010. DHS would like to extend the original agreement to August 31, 2010 to allow the Division of Developmental Disabilities to send their budget amendments to the Counties without interruption of services.

SUMMARY

Award: Consideration shall be Fee-For-Service
Period: July 1, 2009 to **August 31, 2010**
Funding Source: Division of Developmental Disabilities

RECOMMENDATION

- Sign the resolution to accept the proposed agreement.
- Approve the proposed agreement by signing all the copies where indicated.

FISCAL IMPACT

Funding for the services described in this Amendment is provided by the Division of Developmental Disabilities. **There is no impact on the current expense budget.** All revenues and expenditures are from the Fund 0108-101 Human Services Budget.

MOTION

To approve signing Amendment #09/10-DD-ARC-01 with The Arc of Tri-Cities and authorize the Chair to sign on behalf of the Board.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

BEFORE THE BOARDS OF COMMISSIONERS OF BENTON AND FRANKLIN COUNTIES, WASHINGTON

IN THE MATTER OF EXECUTION OF AN AMENDMENT FOR EXTENDING AGREEMENTS FOR DEVELOPMENTAL DISABILITIES SERVICES IN BENTON AND FRANKLIN COUNTIES BETWEEN THE ARC OF TRI-CITIES AND THE DEPARTMENT OF HUMAN SERVICES, AMENDMENT #09/10-DD-ARC-01

WHEREAS, the Amendment to Agreement #09/10-DD-ARC serves to extend the underlying Agreement by sixty (60) days. As herein amended, the Agreement End Date shall be August 31, 2010; and

WHEREAS, the consideration of the funding remains at Fee-For-Service; **NOW THEREFORE**

BE IT RESOLVED that the Boards of Benton and Franklin County Commissioners hereby accept the proposed Amendment; and

BE IT FURTHER RESOLVED that the Chairman of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be, and they hereby are, authorized to sign, on behalf of their respective county, Amendment #09/10-DD-ARC-01.

Dated this . . . day of, 2010.

Dated this . . . day of, 2010.

Chair

Chair

Member

Member

Member
Constituting the Board of County Commissioners
of Benton County, Washington

Member
Constituting the Board of County Commissioners
of Franklin County, Washington

Attest _____
Clerk of the Board

Attest _____
Clerk of the Board

BENTON AND FRANKLIN COUNTIES ACTION SUMMARY COVER SHEET

AGENDA ITEM	TYPE OF ACTION NEEDED	
Amendment #09/10-DD-CDC-01	<input checked="" type="checkbox"/> Execute Contract	<input checked="" type="checkbox"/> Consent Agenda
	<input checked="" type="checkbox"/> Pass Resolution	<input type="checkbox"/> Public Hearing
	<input type="checkbox"/> Pass Ordinance	<input type="checkbox"/> 1 st Discussion
	<input type="checkbox"/> Pass Motion	<input type="checkbox"/> 2 nd discussion
Prepared By: Carol Carey	<input type="checkbox"/> Other	<input type="checkbox"/> Other

BACKGROUND INFORMATION

The Department of Human Services (DHS) contracts with Children's Developmental Center to provide Developmental Disabilities services in Benton and Franklin Counties. The original agreement will expire June 30, 2010. DHS would like to extend the original agreement to August 31, 2010 to allow the Division of Developmental Disabilities to send their budget amendments to the Counties without interruption of services.

SUMMARY

Award: Consideration shall be Fee-For-Service

Period: July 1, 2009 to **August 31, 2010**

Funding Source: Division of Developmental Disabilities

RECOMMENDATION

- Sign the resolution to accept the proposed agreement.
- Approve the proposed agreement by signing all the copies where indicated.

FISCAL IMPACT

Funding for the services described in this Amendment is provided by the Division of Developmental Disabilities. **There is no impact on the current expense budget.** All revenues and expenditures are from the Fund 0108-101 Human Services Budget.

MOTION

To approve signing Amendment #09/10-DD-CDC-01 with Children's Developmental Center and authorize the Chair to sign on behalf of the Board.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

BEFORE THE BOARDS OF COMMISSIONERS OF BENTON AND FRANKLIN COUNTIES, WASHINGTON

IN THE MATTER OF EXECUTION OF AN AMENDMENT FOR EXTENDING AGREEMENTS FOR DEVELOPMENTAL DISABILITIES SERVICES IN BENTON AND FRANKLIN COUNTIES BETWEEN CHILDREN'S DEVELOPMENTAL CENTER AND THE DEPARTMENT OF HUMAN SERVICES, AMENDMENT #09/10-DD-CDC-01

WHEREAS, the Amendment to Agreement #09/10-DD-CDC serves to extend the underlying Agreement by sixty (60) days. As herein amended, the Agreement End Date shall be August 31, 2010; and

WHEREAS, the consideration of the funding remains at Fee-For-Service; **NOW THEREFORE**

BE IT RESOLVED that the Boards of Benton and Franklin County Commissioners hereby accept the proposed Amendment; and

BE IT FURTHER RESOLVED that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be, and they hereby are, authorized to sign, on behalf of their respective county, Amendment #09/10-DD-CDC-01.

Dated this . . . day of, 2010.

Dated this . . . day of, 2010.

Chair

Chair

Member

Member

Member
Constituting the Board of County Commissioners
of Benton County, Washington

Member
Constituting the Board of County Commissioners
of Franklin County, Washington

Attest _____
Clerk of the Board

Attest _____
Clerk of the Board

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AGENDA ITEM: Consent	TYPE OF ACTION	CONSENT AGENDA <u>xx</u> PUBLIC HEARING 1ST DISCUSSION 2ND DISCUSSION OTHER
MEETING DATE: B/C 08-02-10 F/C 08-11-10	NEEDED	
SUBJECT: Truancy Contract for Richland School District for 2010 2011 School Year	Executive Contract <u>xx</u>	
Prepared By: Donna A. Lee	Pass Resolution <u>xx</u>	
Reviewed By: Sharon Paradis	Pass Ordinance Pass Motion Other	

BACKGROUND INFORMATION

The State has contracted with both the Benton and Franklin County Boards of Commissioners for several years for the costs/services associated with processing At-Risk Youth (ARY), Children in Need of Services (CHINS), and Truancy Petitions. With the start of the new school (September 1, 2010 through June 30, 2011), the Richland School District wishes to renew their contract with the Juvenile Court so that we may continue to provide services associated with Truancy matters for the term of September 1, 2010, through July 31, 2011.

SUMMARY

Richland has contracted with us to develop, recruit and train a truancy board; implement and follow-up on truancy board recommendations; assist families in obtaining outreach services; provide Family Support counseling; perform drug/alcohol assessment and treatment referrals; assist in the processing of all truancy court referrals; monitor courtroom truancy petitions; and follow-up truancy petition requirements.

RECOMMENDATION

We recommend that the Boards of County Commissioners authorize their Chairs to sign the Fee for Service Contract with the Richland School District.

FISCAL IMPACT

This is a state-funded grant whereby we are reimbursed for services provided. There is no fiscal impact to the counties.

MOTION

I move that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be hereby authorized to sign, on behalf of their respective county, the Fee for Service Contract with the Richland School District.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

BEFORE THE BOARDS OF THE COMMISSIONERS OF BENTON AND FRANKLIN COUNTIES, WASHINGTON;

IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE CHAIRMAN OF THE BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS ON FEE FOR SERVICE CONTRACT BETWEEN THE BENTON-FRANKLIN JUVENILE JUSTICE CENTER AND RICHLAND SCHOOL DISTRICT, and

WHEREAS, Sharon A. Paradis, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the Fee for Service Contract between Richland School District, in the amount of \$13,530.00 and Benton-Franklin Juvenile Justice Center be approved as presented for a term commencing September 1, 2010 and terminating on July 31, 2011, NOW, THEREFORE

BE IT RESOLVED, that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be and they hereby are authorized to sign, on behalf of their respective county, the Fee For Service Contract.

DATED this 2nd day of August 2010.

DATED this 11th day of August 2010.

BENTON COUNTY BOARD OF COMMISSIONERS

FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chairman of the Board

Chairman of the Board

Member

Chairman Pro Tem

Member
Constituting the Board of
County Commissioners,
Benton County, Washington

Member
Constituting the Board of
County Commissioners,
Franklin County, Washington

ATTEST:

ATTEST:

Clerk of the Board

Clerk of the Board

JUDGES

Hon. Craig J. Matheson
Hon. Vic L. VanderSchoor
Hon. Robert G. Swisher
Hon. Carrie Runge
Hon. Cameron Mitchell
Hon. Bruce Spanner

BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER



SHARON PARADIS, Administrator
Juvenile Court Services

SUPERIOR COURT OF THE STATE OF WASHINGTON

5606 W CANAL PLACE, SUITE 106 • KENNEWICK, WASHINGTON 99336-1388
PHONE (509) 783-2151 • FAX (509) 736-2728

LONNA K. MALONE
JOSEPH R. SCHNEIDER
JERRI G. POTTS
Court Commissioners

FEE FOR SERVICES CONTRACT TERMS AND CONDITIONS

This Contract is made and entered into by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 and Franklin County, a political subdivision, with its principal offices at 1016 North Fourth Avenue, Pasco, WA 99301, by and for the Benton-Franklin Counties Juvenile Justice Center, a bi-county agency located at 5606 W. Canal Place STE 106, Kennewick, WA 99336 (hereinafter collectively referred to as "Counties"), and Richland School District, with its principal offices at 615 Snow AVE, Richland, WA, 99352, (hereinafter referred to as "District").

In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. DURATION OF CONTRACT

The term of this Contract shall be from September 1, 2010, through July 31, 2011, unless terminated prior to that time as provided herein.

2. SERVICES PROVIDED

The Counties shall perform the following services:

- A. Develop, recruit and train a truancy board; implement and follow-up on truancy board recommendations; assist families in obtaining outreach services (in-home when necessary); provide Family Support counseling; perform drug/alcohol assessment and treatment referrals; assist in processing all truancy court referrals; monitor courtroom truancy petitions; and follow-up on truancy petition requirements.
- B. The Counties agree to provide its own labor and materials. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the District.
- C. The Counties shall perform the work specified in this Contract according to standard industry practice and shall perform the work in coordination with the Truancy Court Liaison.

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AGENDA ITEM: Consent	TYPE OF ACTION NEEDED	CONSENT AGENDA <u>xx</u>
MEETING DATE: B/C 07-26-10 F/C 08-04-10	Executive Contract <u>xx</u>	PUBLIC HEARING
SUBJECT: WSP Live-Scan to WIN AFIS Connection User's Agreement	Pass Resolution <u>xx</u>	1 st DISCUSSION
Prepared By: Donna A. Lee	Pass Ordinance	2 nd DISCUSSION
Reviewed By: Sharon A. Paradis	Pass Motion	OTHER
	Other	

BACKGROUND INFORMATION

The Washington State Patrol (WSP) is an agency of the State of Washington authorized by law to establish and operate an Automated Fingerprint Identification System capable of, but not limited to, reading, classifying, and storing fingerprints and maintain criminal history record information based on fingerprint identification.

SUMMARY

The Benton-Franklin Juvenile Justice Center, Detention Unit, will operate live-scan fingerprinting equipment to capture fingerprint images and related information of a person arrested, registering as a sex or kidnapping offender, and/or applying for licensing or employment pursuant to a state or local requirement under the jurisdiction of WSP.

RECOMMENDATION

I recommend that the Boards of County Commissioners authorize their Chairs to sign the Agreement with WSP.

FISCAL IMPACT

There is no fiscal impact to either county regarding this agreement.

MOTION

I move that the Chair of the Board of Benton County Commissioners and the Chair of the Board of Franklin County Commissioners be and they hereby are authorized to sign, on behalf of their respective county, the Connection User's Agreement between the Benton-Franklin Counties Juvenile Justice Center and the Washington State Police.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

BEFORE THE BOARDS OF THE COMMISSIONERS OF BENTON AND FRANKLIN COUNTIES, WASHINGTON;

IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE CHAIRMAN OF THE BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS ON THE AGREEMENT BETWEEN THE JUVENILE JUSTICE CENTER AND WASHINGTON STATE PATROL, and

WHEREAS, Sharon A. Paradis, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the proposed Connection User's Agreement between the Juvenile Justice Center and Washington State Patrol be approved as presented for a term commencing upon date of the last signature and terminating on June 30, 2015, **NOW, THEREFORE**

BE IT RESOLVED, that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be and they hereby are authorized to sign, on behalf of their respective county, the Connection User's Agreement.

DATED this 26th day of July 2010
BENTON COUNTY BOARD OF COMMISSIONERS

DATED this 4th day of August 2010
FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chairman of the Board

Chairman of the Board

Member

Chairman Pro Tem

Member

Member

Constituting the Board of
County Commissioners,
Benton County, Washington

Constituting the Board of
County Commissioners,
Franklin County, Washington

Attest:

Attest:

Clerk of the Board

Clerk of the Board

**WASHINGTON STATE PATROL
LIVE-SCAN TO WESTERN IDENTIFICATION NETWORK AUTOMATED FINGERPRINT
IDENTIFICATION SYSTEM (WIN AFIS) CONNECTION USER'S AGREEMENT**

THIS AGREEMENT, entered into between the Washington State Patrol (hereinafter referred to as "WSP"), an agency of the State of Washington; and Benton and Franklin Counties, by and for the Benton-Franklin Counties Juvenile Justice Center (hereinafter referred to as "the User"), witnesses that:

1. WSP is an agency of the State of Washington authorized by law to establish and operate an Automated Fingerprint Identification System (hereinafter referred to as "AFIS") capable of, but not limited to, reading, classifying, matching, and storing fingerprints, and to maintain criminal history record information based on fingerprint identification. AFIS is a state-funded system comprised of a central computer processor located at the WSP in Olympia. The criminal history repository is known as the Washington State Identification System (WASIS) and maintained by WSP in Olympia.
2. WSP has entered into agreement with the Western Identification Network (WIN) for AFIS services. The WIN AFIS is a multi-state funded system comprised of a host system presently located in Rancho Cordova, California (the WIN Central Site) with remote input stations and booking terminals in member states as authorized by the WIN Board of Directors.
3. The User operates live-scan fingerprinting equipment to capture fingerprint images and related information of a person arrested, registering as a sex or kidnapping offender, or applying for licensing or employment pursuant to state or local requirements ("Applicant Submissions").

NOW THEREFORE, in light of the foregoing representations and the promises, conditions, and other valuable considerations more fully set out or incorporated herein by reference, the parties, by their duly authorized officials, do mutually agree as follows:

1. WSP will furnish the User, a criminal justice agency as defined in chapter 10.97 RCW, with such criminal justice information as is available in WASIS, AFIS and WIN AFIS files. WSP will serve as the means of exchange of computerized criminal history information and fingerprint data.
2. The network connection will be made via an e-mail server administered by WSP. This network and local networks will meet the requirements of Criminal Justice Information Services (CJIS) Security Policy. The User shall notify WSP of sustained or repeated network problems that affect this service.
3. The User will submit the fingerprint images and the related information electronically to the WSP for the purpose of identification and, when applicable, inclusion in the AFIS, WASIS and WIN AFIS databases. For Applicant Submissions requiring a fee, the User agrees to establish a fingerprint services billing account with WSP. By establishing a billing account for fingerprint image submissions, the User agrees to collect, hold, and reconcile fees charged by WSP for the type of applicant fingerprints submitted by the User. If a transmission is sent in error, the User is still responsible for all fees associated with the transaction type.
4. The User agrees that WSP will provide authorization for access to the AFIS, WASIS and WIN AFIS databases with certain restrictions depending on system capabilities and assigned status as follows:
 - A. Local live-scan sites will submit fingerprint images and related information for identification search and inclusion in the AFIS, WASIS and WIN AFIS databases.

- B. The User agrees to comply with statutory mandates concerning the submission of criminal and civil fingerprint submissions to WSP.
5. The User agrees that only the WSP site or authorized remote sites may permanently register fingerprints into the AFIS, WASIS and WIN AFIS databases.
 6. The WSP AFIS Coordinator or designee will provide the User with policies including, but not limited to, a schedule for accessing the AFIS, WASIS and WIN AFIS databases. Such policies shall define the basis and procedures for conducting routine and emergency comparison of fingerprints against these databases.
 7. The User shall take necessary measures to make its live-scan equipment and system secure and prevent unauthorized use. WSP reserves the right to object to equipment security measures and to suspend or withhold service until such matters are corrected to the reasonable satisfaction of WSP.
 8. The User agrees to pay all personnel, operating, maintenance, and data transmission costs; to submit fingerprints as required under state statutes or local ordinances; and to pay the costs and maintenance related to an interface between the local records management system and live-scan equipment.
 9. The User agrees to assign a live-scan coordinator to serve as the primary contact person for the User in Live-Scan to AFIS connection-related issues. The User also agrees to notify WSP immediately, in writing, of any changes in this position.
 10. WSP agrees to schedule and provide training of equipment and procedures to User personnel at locations and times arranged by WSP. Equipment operation training may be supplied by WSP or the equipment provider.
 11. The User shall access and utilize AFIS, WASIS and WIN AFIS databases only in conjunction with the administration of criminal justice as authorized by laws governing criminal history dissemination.
 12. Fingerprint identification or criminal history information records provided to the User under this Agreement shall not be further disseminated by the User to any other person or (private or public) entity, except as required in criminal proceedings or pursuant to state or federal law.

PERIOD OF PERFORMANCE

This Agreement becomes effective on the date of the last signature and continues until June 30, 2015 or until termination as provided herein.

COMPLIANCE WITH LAWS, REGULATIONS AND PROCEDURES

The User agrees to comply with all applicable federal and state laws, regulations, rules, and procedures, and to assume certain costs associated with the User's use of the services described herein. The User shall operate livescan equipment and otherwise conduct itself in strict compliance with applicable policies and procedures published by WIN and WSP including: the Policies and Procedures of WIN AFIS as currently in force; the Washington Crime Information Center (WACIC) Manual; the A Central Computerized Enforcement Service System (ACCESS) Manual and ACCESS User Agreements; the Washington State Identification Section (WASIS) Manual, and the policies and procedures identified in this Agreement.

The Policies and Procedures of WIN AFIS are hereby incorporated into and made a part of this Agreement except to the extent that they are inconsistent with anything found herein. The User will

comply with related FBI Criminal Justice Information Services Security (CJIS) Policy and other security practices adopted by WIN as these relate to AFIS, WASIS and WIN AFIS.

SUSPENSION AND TERMINATION

WSP may suspend further performance of services hereunder when, in its reasonable estimation, the User has breached any material term of the Agreement. For the purposes of this Agreement, the violation of any specific term of this Agreement or of any substantive requirement or limitation imposed by the federal or state statutes, regulations, or rules incorporated into this Agreement shall be deemed a breach of a material term of the Agreement.

WSP may terminate this Agreement if the User commits any material breach of any term of this Agreement, which breach is not cured within thirty (30) business days after receipt of notice from WSP. Both parties may, by mutual agreement, terminate this Agreement on terms then acceptable to them.

Upon termination of this Agreement for any reason, each party shall promptly return to the other any property that belongs to the other party. With respect to hardware or software products that are the property of WSP or WIN, the User shall promptly return such property to WSP.

Neither WIN, WSP nor the User shall be liable for (i) any indirect, incidental, consequential or special damages under this agreement arising solely from the termination of this Agreement in accordance with its terms.

HOLD HARMLESS

The User agrees to hold harmless the Western Identification Network and its employees; and the State of Washington, the Washington State Patrol and its employees from and against any and all claims, demands, actions, suits, including but not limited to, any liability for damages by reason of or arising out of any misuse of the AFIS, WASIS and WIN AFIS databases, erroneous fingerprint identifications made by user personnel, or any cause of action whatsoever, and against any loss, cost, expense, and damage resulting therefrom, including attorney's fees.

This agreement replaces any previous agreement between WSP and the User on this subject.

IN WITNESS THEREOF, the duly authorized officials of the respective parties have executed this written Agreement.

USER AGENCY

WASHINGTON STATE PATROL

BY _____ * See Attached Signature *

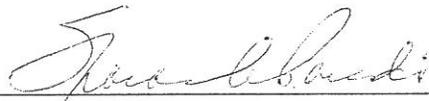
TITLE _____

DATE _____

APPROVED AS TO FORM BY THE OFFICE OF THE ATTORNEY GENERAL 6/2/2010

NAMES AND TITLES OF AUTHORIZED OFFICER (PERSON WITH LEGAL AUTHORITY: COUNTY COMMISSIONERS' CHAIRMAN OF THE BOARD, MAYOR, CITY/TOWN MANAGER, AGENCY DIRECTOR)

BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER



Sharon A. Paradis, Juvenile Court Administrator

BENTON COUNTY APPROVAL

Approved as to Form:

 7/13/10
Sarah Perry, Deputy Prosecuting Attorney Date

By: _____
Name: James Beaver
Title: Chairman, Board of Commissioners
Date: _____
Attest:

Clerk of the Board: _____

FRANKLIN COUNTY APPROVAL

Approved as to Form:

Agreed Review Performed by Benton County
Ryan Verhulp, Civil Deputy Prosecuting Attorney Date

By: _____
Name: Brad Peck
Title: Chairman, Board of Commissioners
Date: _____
Attest:

Clerk of the Board: _____

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: 7/26/10 Subject: UEBT Trust Agreement Prepared by: <u>M. Wenner</u>	Execute Contract Pass Resolution <u> X </u> Pass Ordinance Pass Motion Other	Consent Agenda <u> X </u> Public Hearing 1st Discussion 2nd Discussion Other

BACKGROUND INFORMATION

See resolution.

SUMMARY

Please sign resolution.

RECOMMENDATION

Please sign the resolution and original Acceptance of Trust Agreement for UEBT.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AUTHORIZING THE CHAIRMAN OF THE BOARD TO SIGN THE UNITED EMPLOYEES BENEFIT TRUST (UEBT) ACCEPTANCE OF TRUST AGREEMENT FOR THE APPRAISERS UNION, AFSCME LOCAL 2658B.

WHEREAS, the effective date of this agreement is March 1, 2010; and

BE IT RESOLVED that the Chairman of the Board of Benton County Commissioners is hereby authorized to sign the UEBT Acceptance of Trust Agreement for the Appraisers union.

Dated thisday of 20

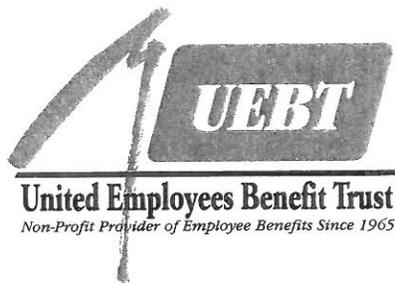
Chairman of the Board

Chairman Pro Tem

Member

Attest.
Clerk of the Board
cc: Personnel, Payroll

Constituting the Board of County
Commissioners of Benton County,
Washington



RECEIVED
MAY 03 2010
BENTON COUNTY
COMMISSIONERS

RECEIVED
MAY 04 2010
BENTON COUNTY
PERSONNEL RESOURCES

Max	✓
Leo	✓
Jim	✓
David	✓
Loretta	✓
Other	M. Wenner - 0

April 29, 2010

James Beaver
Benton County Commissioners
PO Box 470
Prosser WA 99350

RE: Employee Benefits

Hello Mr. Beaver;

The Trust office would like to welcome employees of Benton County (Appraisers) to the Trust for their medical and time loss benefits, effective March 1, 2010.

Enclosed is a copy of our "Agreement and Declaration of Trust" for your files. Also enclosed is our Acceptance of Trust Agreement. Please sign and return the Agreement to our office.

UEBT will then forward the agreement to the appropriate union local for their signature. Once everyone has signed the agreement, UEBT will return a fully executed copy to you for your records.

If you or your employees should have any questions regarding plan benefits, or if you should have any questions regarding the enclosed documents, please give our office a call at (253) 474-1214.

Sincerely,

Cindy Mattingly,
Claims Representative

Enclosures



ACCEPTANCE OF TRUST AGREEMENT (REPRESENTED GROUP)

THE UNDERSIGNED acknowledges receipt of the Trust Agreement of the United Employees Benefit Trust (formerly the United Teamsters Welfare Trust), entitled "United Teamsters Welfare Trust Agreement and Declaration of Trust" (hereinafter referred to as the Trust Agreement) and the Certificate of Benefits of the Trust. The undersigned Employer or Union, by execution of this Acceptance Agreement, consents to and accepts the terms, conditions and provisions of the Trust Agreement and Certificate of Benefits, in each case as currently constituted or hereafter amended. This acceptance shall be considered effective and operative upon written acceptance by the Administrator of the United Employees Benefit Trust endorsed hereon. Accordingly, the undersigned Employer or Union agrees that the Trustees named in the Trust Agreement and Declaration of Trust are and shall be his or its representative, and said Employer or Union consents to be bound by the acts of said Trustees, successor trustees, and alternate trustees, pursuant to the provisions of said Trust Agreement.

The undersigned Employer agrees, during the life of this Agreement, to remit 100% of the premium set by the Trustees for each and every medical or related benefit plan identified in each and every collective bargaining agreement between the undersigned Employer and the Union providing for contributions to the Trust.

The Employer further agrees to remit premiums for 100% of the employees in the bargaining units established by each and every collective bargaining agreement providing for contributions to the Trust, except that no premium need be paid for an employee who has opted for Employer sponsored coverage through an HMO as authorized by state law.

This Acceptance of Trust Agreement shall terminate and become inoperative as to any and all action taken by the Trustees thereafter from and after the date when said Employer or Union has no collective bargaining agreement to which he or it is a party providing for payments into the United Employees Benefit Trust, provided that this Acceptance of Trust Agreement shall remain in effect during successive collective bargaining agreements, notwithstanding any hiatus between said agreements.

The undersigned as signatory hereto, and on behalf of its employees and/or members agrees that acceptance by the Trust of this Agreement does not confer any equitable or legal interest in present or future corpus or income of the Trust; and further, the undersigned as signatory hereto, and on behalf of its employees and/or members waives any equitable or legal claim which it may have to any Trust funds of whatever description, including but not limited to, present or future reserves or an increase in reserves, if and when said signatory discontinues further contributions to the Trust (in the case of a signatory employer); or (in the case of a signatory union) a signatory employer ceases to make contributions on behalf of employees represented by said union.

The undersigned Employer agrees to continue to contribute to the Trust for the employees covered by its current Collective Bargaining Agreement for the term of the Agreement; provided that the Employer's obligations pursuant to this sentence shall cease on the termination date of the current or successor collective bargaining agreement; or three years from the effective date of said collective bargaining agreement, whichever occurs earlier.

The parties hereto agree that damages caused the Trust by any breach of the Employer's obligations set forth in the preceding paragraph would be difficult to calculate. Accordingly the undersigned Employer agrees to pay liquidated damages in the event of breach in the amount of 10% of the total monthly contributions the Trust would have received but for the breach, plus the Trust's reasonable attorney fees and costs incurred in any lawsuit to enforce the obligations set forth in this and the preceding paragraph. The Trustees in their sole discretion shall decide whether or not to enforce the preceding paragraph.

Benton County Board of Commissioners
Employer

(Signature)

PO Box 470
Prosser WA 99350

Name and Title

Date

AFSCME Local 2658B
Union

(Signature)

PO Box 1246
Walla Wall WA 99362

(Name and Title)

Date

Number of Employees: **9**

Effective Date: **March 1, 2010**

Acceptance of the United Employees Benefit Trust by the above named Employer or Union is hereby acknowledged and approved.

THE TRUSTEES OF UNITED EMPLOYEES BENEFIT TRUST

Date: _____

By: _____
Administrator

P

**INTERLOCAL COOPERATION AGREEMENT
SOLID WASTE BRUSH BANDIT**

THIS AGREEMENT is made and entered into this _____ day of _____ 2010, by and between the City of West Richland whose address is 3801 W. Van Giesen, Washington 99353 (hereinafter “the City”) and Benton County, whose address is P.O. Box 110, Prosser, Washington, 99350 (hereinafter “Benton County”).

WHEREAS, the Interlocal Cooperation Act, as amended and codified in Chapter 39.34 RCW provides for interlocal cooperation between government agencies; and

WHEREAS, Benton County Solid Waste is the owner of a Brush Bandit, purchased through a Coordinated Prevention Grant, and

WHEREAS, the City of West Richland has requested the use of said Brush Bandit to conduct necessary maintenance on City owned property.

NOW, THEREFORE, in consideration of the mutual agreements and covenants herein contained, the parties agree as follows:

1. **Purpose:** The purpose of this agreement is to establish mutual aid to the City of West Richland by enabling the City to utilize equipment owned by the Benton County Solid Waste Department so that the City can perform maintenance on City owned property.

2. **Responsibilities of Benton County:**

- A. Benton County shall be responsible for all maintenance of the Brush Bandit, and delivery and pick up of the Brush Bandit to the site designated by the City.
- B. Benton County personnel will deliver the Brush Bandit to a site designated by the City and at a date and time agreed upon by the parties at least forty-eight (48) hours in advance of the delivery date.

14. Notices. All notices and demands shall be in writing and sent to the parties hereto at their address as follows:

To Benton County:

Donna Holmes, Solid Waste Specialist
Benton County Solid Waste
P.O. Box 110
Prosser, WA 99350-0110

To City of West Ricland:

Julie Richardson, City Clerk
City of West Richland
3801 W. Van Giesen
West Richland, WA. 99353

15. Filing of Agreement. Executed copies of this agreement shall be filed as required by Section 39.34.040 of the Revised Code of Washington prior to this agreement becoming effective.

16. Evidence of Authority. Upon execution of this Agreement, the City shall provide Benton County and Benton County shall provide the City with a certified copy of the resolution, ordinance, or other authority given to execute this Agreement pursuant to RCW 39.34.030(2), and said document will be attached hereto and incorporated herein as **Exhibit "A"** (City) and **Exhibit "B"** (County).

2. **Responsibilities of the City of West Richland:** The City shall have the following duties and responsibilities under this Agreement:

- A. The City shall inspect the Brush Bandit upon arrival to ensure the Brush Bandit is in a working and safe condition
- B. The City shall pay directly to Benton County all amounts set forth in certified statements of Benton County's labor expenses involved in delivering and picking up the Brush Bandit within thirty (30) days of receipt of a certified statement of these documents.
- C. The City shall notify the County within twenty-four (24) hours of final use of the Brush Bandit, that the Brush Bandit is ready to be returned to the County.
- D. The City shall be responsible for the cost of repairs for any damage done to the Brush Bandit during the time the Brush Bandit is under the control of the City. Under the control of the City is defined as from the time the Brush Bandit is delivered to the City to the time it is picked up by the County.
- E. The Brush Bandit shall be returned to the County completely refueled.

4. **Representation, Warranties, and Indemnities:**

- A. The City represents and warrants to Benton County that it has authority to enter into this Interlocal Agreement pursuant to RCW 39.34.030(2).
- B. Benton County represents and warrants to the City that it has the authority to enter into this Interlocal Agreement pursuant to RCW 39.34.030(2).
- C. The City shall defend, protect, and hold harmless the County from and against all claims, suits, and/or actions arising from negligent or intentional acts or omissions of the City's employees and agents while performing under this Agreement. In case of joint negligence, any damages allowed shall be levied in proportion to the percentage of negligence attributed to each party.

5. **Duration of Agreement.** The term of this Agreement shall commence upon the execution by both parties and shall expire on or before December 31, 2011.

6. **Termination of Agreement.** Either party may terminate this Agreement, by providing written notice to the designated contacts for each party identified in Section 13 of this Agreement. This written notice must be served on the other party within thirty days (30) of the date of termination.

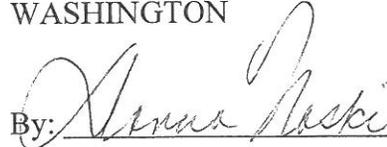
7. **Partial Invalidity.** Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. Any provisions of this Agreement, which shall prove to be invalid, void, or illegal, shall in no

way affect, impair, or invalidate any other provisions herein, and such other provisions shall remain in full force and effect.

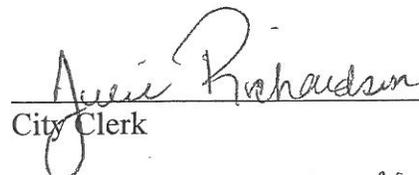
8. **No Third-Party Rights.** Except as expressly provided herein, nothing in this Agreement shall be construed to permit anyone other than the parties hereto and their successors and assigns to rely upon the covenants and agreements herein not to give any such third party a cause of action (as a third-party beneficiary or otherwise) on account of nonperformance hereunder.
9. **Assignability.** The rights, duties, and other obligations of either party to this Agreement may not be assigned to any third party without the prior written consent of the other party, which consent shall not be unreasonably withheld.
10. **Interlocal Cooperation Act.** No special budget or funds are anticipated, nor shall be created. It is not intended that a separate legal entity be established to conduct this cooperative undertaking, nor is the acquisition, holding, or disposing of real or personal property other than as specifically provided within the terms of this Agreement anticipated. The Benton County Solid Waste Specialist shall be designated as the Administrator of this Interlocal Agreement.
11. **Entire Agreement.** This Agreement and any amendments thereto mutually agreed to by the parties, constitutes the entire Agreement between the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties. Either party may request changes to the Agreement. Proposed changes that are mutually agreed upon shall be incorporated by written amendment hereto
12. **Dispute Resolution.** It is the parties' intent to resolve any disputes relating to the interpretation or application of this Agreement informally through discussions at the staff level. In the event disputes cannot be resolved informally at the staff level, then the parties agree to first submit the dispute to non-binding mediation/dispute resolution before resorting to litigation.
13. **Litigation.** In the event that any suit or action is instituted by either party to enforce compliance with or interpret any of the terms, covenants, or conditions of this Agreement, the prevailing party shall be entitled to collect, in addition to necessary court costs, such sums as the court may adjudge as reasonable attorney fees. The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court for Benton County, Washington.

IN WITNESS WHEREOF said parties have caused this Agreement to be signed by the duly authorized officials on the day and year first written above.

CITY OF WEST RICHLAND
WASHINGTON

By: 
Mayor

Attest:


City Clerk
Date: 7-20-10

Approved as to form:


Attorney, City of West Richland
Date: 7-20-10

BENTON COUNTY,
WASHINGTON

By: _____
Chairman, Board of County
Commissioners

Attest:

Clerk of the Board
Date: _____

Approved as to form:

Benton County Prosecuting Attorney
Date: _____

COPY

**CITY OF WEST RICHLAND
RESOLUTION NO. 22-10**

**A RESOLUTION OF THE CITY OF WEST RICHLAND,
WASHINGTON, AUTHORIZING AN INTERLOCAL
AGREEMENT BETWEEN THE CITY OF WEST RICHLAND
AND BENTON COUNTY TO USE THE SOLID WASTE
BRUSH BANDIT (CHIPPER)**

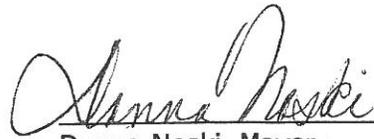
WHEREAS, the City of West Richland has requested the use of the Brush Bandit owned by Benton County's Solid Waste Division, and

WHEREAS, an Interlocal Agreement defining the responsibilities of the County and the City has been prepared and has been Approved as to form by the City Attorney and has been approved by Benton County, and

WHEREAS, the Public Works Director has recommended approval of said Interlocal Agreement, and

NOW, THEREFORE, be it resolved that the Interlocal Agreement by and between the City of West Richland and Benton County for use of the Solid Waste Brush Bandit (chipper) is hereby approved and the Mayor is authorized to sign said agreement.

**PASSED BY THE CITY COUNCIL OF THE CITY OF WEST RICHLAND,
WASHINGTON**, this 19th day of July, 2010.



Donna Noski, Mayor

ATTEST:



Julie Richardson, City Clerk

APPROVED AS TO FORM:



Bronson Brown, City Attorney

Exhibit "B"

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AN AGREEMENT BETWEEN THE CITY OF WEST RICHLAND AND BENTON COUNTY TO USE THE SOLID WASTE BRUSH BANDIT

WHEREAS, the City of West Richland has requested the use of the Brush Bandit owned by Solid Waste, and

WHEREAS, an Interlocal Agreement defining the responsibilities of the County and the City has been prepared and has been approved by the City of West Richland, and

WHEREAS, the Public Works Manager recommends approval of said Interlocal Agreement, NOW, THEREFORE,

BE IT RESOLVED that the Interlocal Agreement by and between the City of West Richland and Benton County for use of the Solid Waste Brush Bandit is hereby approved and the Chairman is authorized to sign said agreement.

Dated this 26th day July 2010.

Chairman

Chairman Pro-Tem

Member

Attest: _____
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

SWB

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>July 26, 2010</u>	Execute Agreement <u>X</u>	Consent Agenda <u>X</u>
Subject: <u>Interlocal Agreement for use of Solid Waste Chipper</u>	Pass Resolution <u>X</u>	Public Hearing _____
Prepared by: <u>dlh</u>	Pass Ordinance _____	1st Discussion _____
Reviewed by: <u>SWB</u>	Pass Motion _____	2nd Discussion _____
	Other _____	Other _____

BACKGROUND INFORMATION

In 2001, the Solid Waste Department purchased a wood chipper with excess Coordinated Prevention Grant (CPG) funds from the 2000-2001 grant cycle. (see exhibit A attached).

In 2009, after requests from the Cities of Prosser and Benton City, interlocal agreements were approved to allow them to use the Solid Waste chipper for their waste reduction activities (see exhibit B attached).

In the 2008-2009 and 2010 and 2011 CPG cycles, the Cities of Benton City, Prosser, Kennewick, Richland, and West Richland have, and continue, to contribute monies to help defray the 25% matching funds required by the CPG.

In Benton County’s application for the 2010-2011 CPG, the County’s tasks (or projects) include the following activity: “Provide chipping equipment and services to various agencies and organizations to promote the use of composted materials and support educational efforts.” Yard wastes continue to be a major component of the waste stream, and the support of chipping of backyard waste fulfills the Grant goals of reducing materials going into the landfill (see Exhibit C attached). Due to the size of the smaller entities, and the cost of purchasing equipment similar to the chipper, allowing the use of the Solid Waste chipper enables these communities to support the CPG goals.

SUMMARY

The City of West Richland has requested the same access to the chipper as Prosser and Benton City have. Their activities support the goals of the CPG and Benton County Solid Waste.

RECOMMENDATION

Approve the Interlocal Agreement with the City of West Richland to use the Solid Waste chipper.

FISCAL IMPACT

None.

MOTION

Approve the resolution as part of the consent agenda.

RESOLUTION

9.

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FRANCHISES RE: APPLICATION OF SUNDANCE WATER ASSOCIATION FOR A FRANCHISE TO CONTINUE A RESIDENTIAL WATER SYSTEM AND FACILITIES IN COUNTY ROAD RIGHT OF WAY,

WHEREAS, Sundance Water Association, has applied to continue a franchise to place residential water system and facilities in county road right of way, NOW, THEREFORE,

BE IT RESOLVED that a Public Hearing on the application for franchise be held on Monday, August 23, 2010 at 9:05 a.m. Local Time, in the Board of County Commissioners Meeting Room, Benton County Courthouse, 620 Market Street, Prosser, Washington.

Dated this 26 day of July 2010.

Chairman

Chairman Pro-Tem

Member

Attest: _____
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

SWB:lss

RESOLUTION

r

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN
CURRENT EXPENSE FUND NUMBER 0000-101, SHERIFF ADMINISTRATION
DEPARTMENT NUMBER 118.

BE IT RESOLVED, by the Board of Benton County Commissioners, that 2010
funds shall be transferred as outlined in Exhibit "A", attached hereto.

Dated this _____ day of _____,

Chairman of the Board

Member

Member

Constituting the Board of County Commissioners
of Benton County, Washington.

Attest: _____
Clerk of the Board

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Sheriff Administration

Dept Nbr: 118

Fund Name: Current Expense

Fund Nbr: 0000-101

TRANSFER FROM:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
521.100	3106	Operating Supplies	\$687	521.100	3501	Small Item - Equipment	\$687
TOTAL			\$687	TOTAL			\$687

Explanation:

Line item transfer needed to fund 3501 small item equipment for purchases that were considered high risk items at the time of vouchering.

Prepared by: Julie Thompson

Date: 21-Jul-2010

Approved

Denied



Date: _____

Chairman

Member

Member

S

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN CURRENT EXPENSE FUND NUMBER 0000-101, SHERIFF CUSTODY DEPARTMENT NUMBER 120.

BE IT RESOLVED, by the Board of Benton County Commissioners, that 2010 funds shall be transferred as outlined in Exhibit "A", attached hereto.

Dated this _____ day of _____, _____

Chairman of the Board

Member

Member

Constituting the Board of County Commissioners
of Benton County, Washington.

Attest: _____
Clerk of the Board

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Sheriff Custody Dept Nbr: 120
 Fund Name: Current Expense Fund Nbr: 0000-101
 TRANSFER FROM: _____ TRANSFER TO: _____

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
523.200	3106	Operating Supplies	\$377	523.200	3501	Small Item - Equipment	\$377
TOTAL			\$377	TOTAL			\$377

Explanation:
 Line item transfer needed to fund 3501 small item equipment for purchases that were considered high risk items at the time of vouchering.

Prepared by: Julie Thompson Date: 21-Jul-2010

Approved Denied Date: _____

Chairman

Member

Member

+

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN
CURRENT EXPENSE FUND NUMBER 0000-101, SHERIFF CUSTODY
DEPARTMENT NUMBER 120.

BE IT RESOLVED, by the Board of Benton County Commissioners, that 2010
funds shall be transferred as outlined in Exhibit "A", attached hereto.

Dated this _____ day of _____, _____

Chairman of the Board

Member

Member

Constituting the Board of County Commissioners
of Benton County, Washington.

Attest: _____
Clerk of the Board

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Sheriff Custody

Dept Nbr: 120

Fund Name: Current Expense

Fund Nbr: 0000-101

TRANSFER FROM:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
523.210	1431	Custody Officer	\$40,446	523.200	1516	Jail Records Clerk	\$18,130
523.210	2102	Social Security	3,094	523.200	1925	Overtime	\$22,316
523.210	2103	Medical Insurance	3,800	523.200	2102	Social Security	\$3,094
523.210	2104	Retirement	2,148	523.200	2103	Medical Insurance	\$3,800
				523.200	2104	Retirement	\$2,148
TOTAL			\$49,488	TOTAL			\$49,488

Explanation:

Line item transfer needed to move funds (salary and benefits) from a Correction Officer position that will not be filled to a Jail Records Clerk position to assist in the daily clerical needs of the Jail facility. The amount remaining from the savings of filling a clerical position instead of the correction officer position is moved to the overtime line item.

Prepared by: Julie Thompson

Date: 21-Jul-2010

Approved

Denied



Date: _____

Chairman

Member

Member

u

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN CURRENT EXPENSE FUND NUMBER 0000-101, SHERIFF PATROL DEPARTMENT NUMBER 121.

BE IT RESOLVED, by the Board of Benton County Commissioners, that 2010 funds shall be transferred as outlined in Exhibit "A", attached hereto.

Dated this _____ day of _____, _____

Chairman of the Board

Member

Member

Constituting the Board of County Commissioners
of Benton County, Washington.

Attest: _____
Clerk of the Board

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Sheriff Patrol Dept Nbr: 121
 Fund Name: Current Expense Fund Nbr: 0000-101
 TRANSFER FROM: TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
521.210	3101	Office Supplies	\$754	521.210	3501	Small Item - Equipment	\$754
521.210	3106	Operating Supplies	7,159	521.910	3501	Small Item - Equipment	\$7,159
TOTAL			\$7,913	TOTAL			\$7,913

Explanation:
 Line item transfer needed to fund 3501 small item equipment for purchases that were considered high risk items at the time of vouchering. A portion of the expenditures reflected in 3501 Small Item equipment is grant related.

Prepared by: Julie Thompson Date: 21-Jul-2010

Approved Denied Date: _____

Chairman

Member

Member

2nd Qtr-2010 Update to Benton County Commissioners

Closure of ConAgra

- Approximately 20 remain for the freezer section of plant.
- Plant Manager transferred to Boardman
- Continuing work on Mexican tariff issues

County Courthouse Seat Removal

- Advisory Committee

HDPDA

- Program moved to Washington State Preservation & Archeology Dept.
- Attend Main Street Advisory committee meeting in Walla Walla
- Downtown Manager Vacancy
- New benches, trash receptacles and bike racks ordered
- Loan incentive program development
- Gap Analysis Report/ Workshops planned

Clore Center

- EDA Regional Office indicates application for review on priority list.
- Phase II Outdoor Event Facility architect selected; going to bid, anticipated completion date set for late fall, 2010
- CERB Export Assistance Grant Application
- Fundraising Events: Columbia Crest - August 21st
Legends of Washington Wines – August 28th

Future Growth Discussions

- Awarded grant for Prosser Community Planning Assistance from Washington Association of Planners
- Two strategic focus areas; downtown core and Exit 80

Membership Drive

- Designated June/July as membership drive focus
- Board visits and follow-up
- Private investment exceeds budget estimates

Website Redesign

- \$5,000 website refresh award from ImageWorks
- Collection of data
- Timeline to be determined

Events:

- Prosser Wine & Food Fair – August 14th
- Columbia Crest fundraiser for Clore Center – August 21st
- Legends of Washington Wines fundraiser for Clore Center – August 28th
- Historic Downtown Prosser Annual Meeting – September 30th

9:25 AM

RISK POOL ANNUAL PRESENTATION

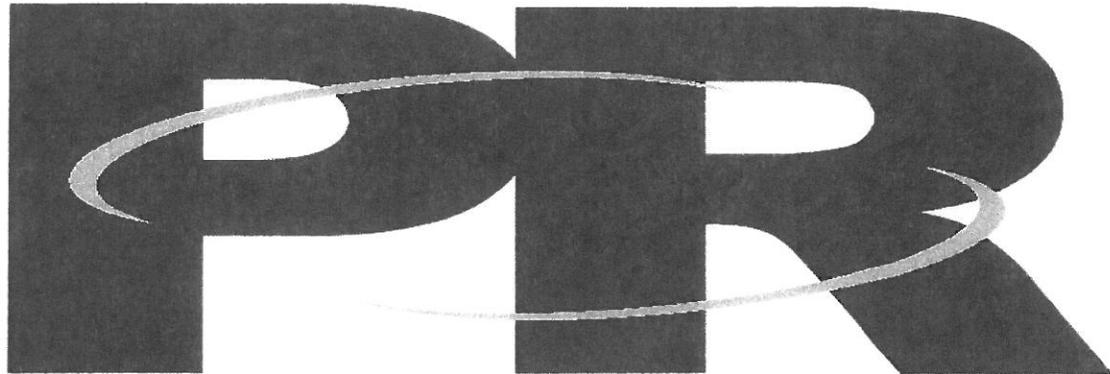
M WENNER

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: 7-26-2010 Subject: Strategic Plan Prepared by: Melina Wenner	Execute Contract Pass Resolution Pass Ordinance Pass Motion Board Direction	Consent Agenda Public Hearing 1st Discussion 2nd Discussion Workshop <div style="text-align: right; font-size: 2em; font-weight: bold; margin-top: -20px;">9:55</div> <div style="text-align: right; margin-top: 10px;">X</div>

SUMMARY BACKGROUND INFORMATION

Please see the attached 2010 Strategic Plan for the Benton County Personnel Resources Department.

BENTON COUNTY



PERSONNEL RESOURCES



**Strategic Plan
2010**

Mission Statement

The Mission of the Benton County Personnel Resources Department is to serve the needs of our customers through a variety of services. The Personnel Resources Department has dedicated employees that provide benefits administration, safety and risk management services, recruitment and selection services, classification and compensation services, employee and labor relations, training and development services, and support to the Civil Service Commission.

In order to meet the Personnel Resources Department's Mission, the following goals have been set forth for 2010.

Departmental Goals for 2010

1. Improve Customer Service

Objective

The Personnel Resources Department is committed to continuous improvement in the services that we provide. It is imperative that Elected Officials, Department Managers, employees, and the public experience excellent customer service while the Personnel Resources Department work to meet their needs.

Background

In an effort to provide exceptional service, the Personnel Resources Department communicates the personnel/risk management services available to our customers and delivers the information in an easily accessible manner. Customer service is essential to the success of the Personnel Resources Department. It is Personnel Resources goal to find out whether our customers are satisfied with our performance. By supplying a survey tool to our customers, which allows them to offer comments and suggestions as well as ideas for improvement, the Personnel Resources Department can develop new and better ways of delivering our services.

We accomplish our objective by focusing on the following goals:

- Advertise via email and on the County's intranet/internet, the personnel/risk management services provided and the designated Personnel staff assigned to provide those services.
- Develop and deliver an online electronic Personnel Resources Department Customer Satisfaction Survey form to all Elected Officials, Department Managers, and their employees.
- Enhance the Benton County Personnel Resources Department internet and intranet webpage in order to provide access to information and user-friendly online services.
- Establish and enhance partnerships with offices/departments through visibility, communication, and exceptional service.

Status

- In May 2010, a memorandum was sent out to all Elected Officials and Department Managers regarding the Personnel Resources Department's services and contact information. The information was also placed on the County's intranet for quick reference.
- An electronic Personnel Resources Department Customer Satisfaction Survey has been developed. Staff is working in coordination with Central Services on implementation.
- Working in coordination with Central Services to update the intranet and intranet webpages.

2. Control Workers' Compensation Costs

Objective

Reduce workers' compensation costs through training supervisors on how to report workers' compensation claims more expeditiously and how to properly investigate those claims.

Background

In order to control costs associated with workers' compensation claims filed by injured workers, the Personnel Resources Department will develop, implement, and train supervisors and employees on a new Employee Injury Reporting Process and Packet. This will assist in the Personnel Resources Departmental goal of receiving the employee injury forms within five days of the date of injury/illness.

We accomplish our objective by focusing on the following goals:

- Develop a new Employee Injury Reporting Process and Packet.
- Develop an online electronic Supervisor's Report of Accident for Bodily Injury/Illness form.
- Deliver training to Elected Official, Department Managers, and their designees on the new Employee Injury Packets and Process, the Supervisor's Report of Accident for Bodily Injury/Illness electronic form, investigating workers' compensation injuries, etc.

Status

- Employee Injury Packets have been completed and assembled for distribution to Elected Official, Department Managers or their designees for implementation.
- The Supervisor's Report of Accident for Bodily Injury/Illness electronic reporting form is complete and will be made available to designated staff.

- Training is schedule for July 27, 2010 and registration information has been sent out to all Elected Officials, Department Managers, and their designees.

3. Contain Labor and Health Insurance Costs

Objective

Administer employee benefit programs and continue to explore viable health insurance options that contain cost and provide the best overall coverage for employees and their dependents.

Background

Due to rising cost health insurance costs, a Health Insurance Committee was formed in 2004 to explore viable health insurance coverage options. The committee was comprised bargaining and non-bargaining employees, managerial and non-managerial staff. At that time, the Committee recommended to the Board of Commissioner to move from WCIP (Washington Counties Insurance Pool) medical plans to the UEBT (United Employee Benefit Trust) A5 medical plan, which result in a savings to our employees and to Benton County.

During the budget hearings in 2009, Benton County budgeted no Cost of Living Adjustments (COLA) for employees in 2010. In December 2009, Benton County was notified that the A5 medical plan may no longer be offered. Therefore, Benton County was tasked with finding alternative compensation structures. The Health Insurance Committee was reestablished to once again look at other medical plan options.

We accomplish our objective by focusing on the following goals:

- Reestablish the Health Insurance Committee and continue to explore competitive and cost effective benefit structures.
- Meet monthly with the Benton County Auditor's Office to develop ways to efficiently coordinate benefit administration.
- Implement online registration for core benefit programs (initial enrollment, open enrollment, benefit changes.)
- Update the Personnel Resources intranet page to include information and forms on new hire orientation, benefits, retirement, safety, health and wellness.
- Develop an online electronic employee benefit survey.
- Reestablish the Wellness Committee to explore new wellness programs.

Status

- Health Insurance Committee reestablished in January 2010 and meetings are being conducted quarterly.
- Six bargaining groups and two non-bargaining groups have switched from the UEBT A5 medical plan to the UEBT A6 composite medical plan, which has maximized affordable medical coverage for employees and their dependents.
- Established monthly meetings with the Auditor's payroll division.
- Implemented an on-line electronic Personnel Action Form (PAF), Step Increase Form, and the Step I Annual Continuation Approval Form, which has been placed on the County's intranet.

4. Promote and Deliver Safety and Risk Management Training Programs

Objective

Assess safety/liability issues and implement training and loss control programs, which target those risks to protect people, property and finances of Benton County.

Background

In March 2008, the Personnel Resources Department hired a Safety and Training Coordinator to assist in developing and coordinating the County's safety, risk and loss prevention programs; evaluate, facilitate and coordinate County training programs and provide technical assistance to departments and employees.

We accomplish our objective by focusing on the following goals:

- Conduct hazard assessments for departments to determine applicable training and policies.
- Analyze claims data to identify high frequency and high severity claims and deliver training, which targets those losses.
- Implement an online electronic training registration and training database in coordination with Central Services to track employee training.
- Update and implement an initial safety orientation as part of new hire orientation.
- Promote and provide cost effective training opportunities for employees.
- Explore new ways of delivering training such as online training.

- Conduct a countywide training needs assessment through an online electronic survey.
- Reestablish Benton County's Central Safety Committee.

Status

- Job hazard assessments were conducted in 2009 and risks were identified.
- Training is being conducted on a monthly basis based on the hazard assessments to assure the County's compliance with Washington State Labor and Industries.
- Online training registration and database has been implemented and is being utilized by Elected Officials, Department Managers, and employees. Staff is working on access to the database by Elected Officials, Department Managers, and their designees to track employee training.
- Initial safety training orientation was implemented in January 2010. New employees receive the initial training within 30 days from being hired.
- The Benton County Central Safety Committee was reestablished in 2009 and meets quarterly.

5. Develop Benton County Risk Management Guidelines

Objective

Conserve the human and financial resources of Benton County and protect Benton County assets by controlling loss exposures. Adopt Risk Management Guidelines to proactively preserve and protect from losses the assets of County operations in the most economical and efficient manner.

Background

Benton County is a member of the Washington Counties Risk Pool, which provides general liability, automobile liability, employment liability, and property insurance to Benton County. As a condition of the being a member of the Washington Counties Risk Pool, Benton County was required to establish procedures for reporting incidents and handling claims. A Benton County Claims Procedure Manual was adopted but is outdated. It is the goal of the Personnel Resources Department to develop and implement Risk Management Guidelines for Benton County.

We accomplish our objective by focusing on the following goals:

- Develop Risk Management Guidelines for Benton County.

- Implement a Risk Management Team to assess risk management issues and develop plans of actions.
- Create a third party incident/accident reporting form.
- Investigate incidents/accidents immediately to determine liability, including accidents involving County personnel, equipment and facilities.
- Establish a risk transfer/contract review process.
- Evaluate and maintain Benton County's insurance policies and bonds.
- Conduct an analysis comparing Benton County's current property insurance carrier and the Washington Counties Risk Pool property program.

Status

- Risk Management Guidelines have been drafted.
- Risk Management Team is established and meets at least on a quarterly basis.
- An investigation kit has been created and is being utilized when conducting investigations.
- Benton County Incident Reporting Form and Reporting Instructions have been distributed and will be available on the County's intranet.
- Analysis was completed on Benton County's property insurance program. The analysis concluded that the risk pool's property program provided more comprehensive coverage at a cost effective premium. Benton County is now insured under the Risk Pool's Insurance program effective January 2010.

6. Update the Benton County Civil Policies and Practices

Objective

Administer personnel policies and practices in the areas of recruitment, examinations, and selection processes for the Benton County Sheriff's Office subject to the provisions of the Washington State statutes and local rules and regulations.

Background

Prior to 2006, the Civil Service Chief Examiner duties were performed by a contract individual. In order to provide professional and consistent service and direction while maintaining the integrity, equality and fairness for the Benton County Sheriff's Office's personnel practices, the Personnel Resources Department took over the Civil Service Chief Examiner duties.

We accomplish our objective by focusing on the following goals:

- Finalize the revisions to the Civil Service Rules.
- Implement assessment centers to develop and administer objective promotional exams for the Benton County Sheriff's Office.
- Network with other civil service examiners in the community.
- Continue positive partnerships with the Benton County Sheriff's Office and Civil Service Commission through frequent communication.
- Implement and utilize the Civil Service Module of the Benton County Sheriff's Office Human Resource Management System Database to streamline selection and test administration procedures.
- Enhance the Civil Service Internet webpage in coordination with the Benton County Sheriff's Office, Civil Service Commission and Central Services.

Status

- A service agreement was entered into with JMF & Associated in 2009 to develop and administer an assessment center for the Benton County Sheriff's Office promotional processes. Response to the process was positive and will be used for future promotional exams.
- The Civil Service Module has been developed in coordination with the Sheriff's Office and Central Services. Implementation is complete and training is ongoing.
- Revisions to Civil Service Rule book are close to completion with three chapters remaining to be revised. Once complete, the Civil Service rule book will be accessible on the Benton County intranet/internet websites.
- Civil Service Commission continues to meet monthly on the second Tuesday of each month.
- Chief Civil Service Examiner meets monthly with City of Kennewick, City of Richland, and Franklin County Chief Examiners to share ideas on the administration of civil service.

Steven W. Becken
Public Works Manager

Malcolm Bowie
County Engineer

Benton County

Department of Public Works

Post Office Box 1001 - Courthouse
Prosser, Washington 99350-0954

Area Code 509
Prosser 786-5611
Tri-Cities 736-3084
Ext. 5664
Fax 786-5627

10:25

July 21, 2010

BOARD OF COUNTY COMMISSIONERS
Benton County Courthouse
Prosser, WA 99350

RE: Application for Franchise: MacKay and MacDonald/Lewis Clark Ranch

Commissioners:

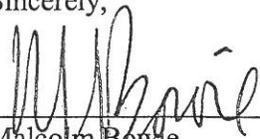
MacKay and MacDonald/Lewis Clark Ranch has filed a petition to continue a nonexclusive franchise for an irrigation and drainage system and facilities within all of unincorporated Benton County road right of way.

This office has reviewed the request and based upon our current franchise requirements recommends approval of the request subject to the following conditions:

1. The term of the franchise continue for a ten (10) year period with a cost of \$500.
2. The Grantee is to carry liability insurance with Benton County named as an insured with a minimum limit of \$500,000.00. A copy of the proof of insurance is to be provided to Benton County.
3. Placement of facilities within the right of way shall meet all requirements of Benton County as to location and repair of roads and right of way.
4. Should Benton County require utility relocation work because of road reconstruction or maintenance, said work shall be at the Grantee's expense.
5. The franchise is nonexclusive.
6. The Grantee sign the Order and Agreement for Nonexclusive Franchise, which will be prepared based upon the requirements set forth at the public hearing.

If you have any questions, please contact this office.

Sincerely,



Malcolm Bowie
County Engineer

Sue Schuetze
Engineer II

10:30

AGENDA ITEM MTG. DATE: July 26, 2010 SUBJECT: Ord. Amendments to BCC 3.04, 3.08, 3.12 & 3.16 MEMO DATE: July 19, 2010 Prepared By: Shari Ginther Reviewed By: Steve Brown	TYPE OF ACTION NEEDED Execute Contract Pass Resolution X Pass Ordinance X Pass Motion X Other	Consent Agenda Public Hearing X 1st Discussion 2nd Discussion Other
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BACKGROUND INFORMATION

The State adopted new International Building, Residential, Mechanical, Fire and Uniform Plumbing Codes effective July 1, 2010. In order to implement these codes as required by State Statutes our office has prepared the ordinances for review and implementation of the 2009 International Codes and the 2009 Uniform Plumbing Code. Attached for the Board's review are copies of the ordinances revising Benton County Codes 3.04 - Building Code, 3.08 - Plumbing Code, 3.12-Mechanical Code and 3.16-Fire Code. The Board will need to open the public hearings individually for each one of the ordinances to receive comments both for and against the proposed ordinances. After completion of each hearing the Board will need to make a motion to approve the amendments as recommended by the Building Department or with any modifications the Board may feel is necessary based on the testimony received.

Representatives of the Building Dept., Fire Marshal's Office and the Prosecuting Attorney's Office will be available to discuss these issues with the Board and to answer questions from the public and Board at the public hearing.

SUMMARY

The public hearing has been advertised for the Board of County Commissioners to receive testimony on the ordinance amendments. The Board will need to receive testimony with reference to this matter and take action at the public hearings.

RECOMMENDATION

It is the recommendation of Staff that the Board adopt the ordinances as presented by staff.

FISCAL IMPACT

None

MOTION

After the conclusion of each public hearing for the respective ordinances the Board will need to make a motion to approve the ordinances with any modification that the Board may feel is appropriate or as recommended by staff.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON
IN THE MATTER OF COUNTY BUILDING: RELATING TO THE BUILDING CODE; ORDINANCE
AMENDMENT TO BCC 3.04 - RELATING TO THE BUILDING CODE; AMENDING ORDINANCE 449,
SECTION 1 AND BCC 3.04.010; AMENDING ORDINANCE 449, SECTION 2, ORDINANCE 395,
SECTION 4 AND BCC 3.04.020; AMENDING ORDINANCE 449, SECTION 3, ORDINANCE 395,
SECTION 6 AND BCC 3.04.040; AMENDING ORDINANCE 395, SECTION 7 AND BCC 3.04.045;
AMENDING ORDINANCE 449, SECTION 4 AND BCC 3.04.053; AMENDING ORDINANCE 242,
SECTION 11 AND BCC 3.04.070; AMENDING ORDINANCE 242, SECTION 12 AND BCC 3.04.080;
AND AMENDING ORDINANCE 395, SECTION 12, ORDINANCE 325, SECTION 6 AND BCC 3.04.100.
ADOPTING THE 2009 EDITION OF THE INTERNATIONAL BUILDING CODE INCLUDING APPENDICES
C, E, AND J, AND THE INTERNATIONAL RESIDENTIAL CODE EXCEPT CHAPTER 11 AND CHAPTER
25 THROUGH CHAPTER 42.

WHEREAS, a public hearing set for on Monday, July 26, 2010 in the Commissioners meeting room,
Third Floor, Courthouse, Prosser WA 99350, to consider the above ordinance amendments; and,

WHEREAS, at said hearing, the Board of County Commissioners considered the recommendation of
approval from the Building Department for amending Title 3.04, BCC, all oral and written testimony
presented at the hearing; and,

WHEREAS, the Board did review the proposed ordinance; and,

WHEREAS, the Board of County Commissioners is satisfied that it appears to be in the best interest
of the public to adopt said ordinance and the respective amendments; THEREFORE,

BE IT RESOLVED that Ordinance No. _____, an ordinance relating to the building
code regarding adoption of the 2009 Edition of the International Building and Residential Codes,
criteria for snow loads and frost depths, be adopted and shall take effect upon its passage and
adoption.

DATED THIS _____ DAY OF _____.

Chairman of the Board

Chairman Pro Tem

Member

Constituting the Board of County
Commissioners of Benton County
Washington.

Attest _____.

Clerk of the Board
Bldg(1 orig)/PA

Steve Brown/slg

ORDINANCE NO. _____

AN ORDINANCE relating to the building code; amending Ordinance 449, Section 1 and BCC 3.04.010; amending Ordinance 449, Section 2, Ordinance 395, Section 4 and BCC 3.04.020; amending Ordinance 449, Section 3, Ordinance 395, Section 6 and BCC 3.04.040; amending Ordinance 395, Section 7 and BCC 3.04.045; amending Ordinance 449, Section 4 and BCC 3.04.053; amending Ordinance 242, Section 11 and BCC 3.04.070; amending Ordinance 242, Section 12 and BCC 3.04.080; and amending Ordinance 395, Section 12, Ordinance 325, Section 6 and BCC 3.04.100.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

SECTION 1. Ordinance 449, Section 1 and BCC 3.04.010 are hereby amended to read as follows:

ADOPTION OF INTERNATIONAL BUILDING CODE, INTERNATIONAL RESIDENTIAL CODE AND THE UNIFORM CODE FOR THE ABATEMENT OF DANGEROUS BUILDINGS. (a) The ~~((2006))~~ 2009 Edition of the International Building Code, published by the International Code Council, Inc., including Appendices C, E, and J, and the ~~((2006))~~ 2009 Edition of the International Residential Code except Chapter 11 and Chapter 25 through Chapter 42 of such code published by the International Code Council, Inc., as now adopted or hereafter amended by the State of Washington, are hereby adopted by Benton County.

(b) The provisions of the International Residential Code for One- and Two-Family Dwellings shall apply to the construction, alteration, movement, enlargement, replacement, repair, equipment, use and occupancy, location, removal and demolition of detached one- and two-family dwellings (townhouses) not more than three (3) stories in height with a separate means of egress and their accessory structures, including adult family homes, foster family care homes and family day care homes licensed by the Washington state department of social and health services.

(c) All other buildings hereafter erected or constructed, enlarged, altered, repaired, removed, demolished or converted, except electric utility substations and related uninhabited structures, shall be done in conformity with the provisions of the ~~((2006))~~ 2009 Edition of the International Building Code, except as expressly provided herein. The Uniform Code for the Abatement of Dangerous Buildings, 1997 Edition, is also hereby adopted.

SECTION 2. Ordinance 449, Section 2, Ordinance 395, Section 4 and BCC 3.04.020 are hereby amended to read as follows:

BOARD OF APPEALS. Section ~~((112.1))~~ 113.1 of the ~~((2006))~~ 2009 Edition of the International Building Code and Section 112.1 of the ~~((2006))~~ 2009 Edition of the International Residential Code shall be amended to read as follows:

"BOARD OF APPEALS - In order to determine the suitability of alternate materials and methods of construction and to provide for reasonable interpretation of the provisions of this code there shall be and is hereby created a Board of Appeals "Board," consisting of seven members who are qualified by experience and training to pass upon matters pertaining to building construction. The Board shall be

jointly appointed by the Mayors of the cities of Pasco, Kennewick, Richland and West Richland and the Chairmen of the Boards of County Commissioners of Benton and Franklin Counties, and shall serve at their pleasure. The Building Official of each appointing agency, or representative, shall be an ex-officio member of the Board and shall serve as secretary to the Board on a rotating basis. The Board shall adopt reasonable rules and regulations for conducting its investigations and shall render all decisions and findings in writing to all the Building Officials with a duplicate copy to the appellant and may recommend to the City Councils and/or Boards of County Commissioners such new legislation as is consistent therewith."

SECTION 3. Ordinance 449, Section 3, Ordinance 395, Section 6 and BCC 3.04.040 are hereby amended to read as follows:

SNOW LOADS. (a) Snow Loads for One and Two Family Dwellings. Pursuant to Table ~~((R301.2(1)))~~ R301.2(5) of the ~~((2006))~~ 2009 Edition of the International Residential Code, the minimum snow load for unincorporated Benton County is established as twenty (20) pounds per square foot, provided that in those cases in which the building official determines that such minimum snow load should be increased, the building official may require such minimum snow load as he determines is necessary based upon analysis of local climate and topography and the publication Snow Load Analysis of Washington as published by the Association of Structural Engineers of Washington.

(b) Snow Loads Under International Building Code. Section 1608.2 is amended to read as follows:

The minimum ground snow load for unincorporated Benton County is established as twenty (20) pounds per square foot, provided that in those cases in which the building official determines that such minimum snow load should be increased, the building official may require such minimum snow load as he determines is necessary based upon analysis of local climate and topography and the publication Snow Load Analysis of Washington as published by the Association of Structural Engineers of Washington.

SECTION 4. Ordinance 395, Section 7 and BCC 3.04.045 are hereby amended to read as follows:

FROST DEPTH. The frost line within Benton County is generally twenty-four (24) inches for purposes of Section ~~((18.05.2.1))~~ 1809.5 of the International Building Code, Section ~~((18.05.2.1 and Section))~~ R403.1.4.1 and Table R301.2(1) of the International Residential Code. Where greater frost depth is indicated by a foundation investigation or by conditions where ground will be uncovered or compacted, such greater depth shall be used.

SECTION 5. Ordinance 449, Section 4 and BCC 3.04.053 are hereby amended to read as follows:

CERTIFICATE OF OCCUPANCY. When required, all inspections as per the ~~((2006))~~ 2009 Edition of the International Building Code, International Residential Code, Uniform Plumbing Code (UPC), International Mechanical Code, International Fuel Gas Code, and International Fire Code shall have been requested and approved prior to the issuance of a Certificate of Occupancy.

(b) When required, the encroachment shall be completed to meet the Public Works Department Standards and a final encroachment permit shall be issued by the Public Works Department prior to the issuance of a Certificate of Occupancy.

SECTION 6. Ordinance 242, Section 11 and BCC 3.04.070 are hereby amended to read as follows:

((~~PLANNING AND~~)) BUILDING DEPARTMENT - ADMINISTRATION. There is hereby established the Benton County ((~~Planning and~~)) Building Department. The director thereof, to be appointed by the Board of County Commissioners, shall serve as the Benton County Building Official. The ((~~Planning and~~)) Building Department shall have responsibility for the administration and enforcement of this chapter.

SECTION 7. Ordinance 242, Section 12 and BCC 3.04.080 are hereby amended to read as follows:

INJUNCTIVE RELIEF. Notwithstanding the existence or use of any other remedy or means of enforcement of the provisions hereof, Benton County may seek legal or equitable relief to enjoin any acts or practices which constitute a violation of any of the provisions hereof and compel compliance with all provisions of this chapter. The costs of such action shall be taxed against the person violating the provisions of this chapter. The ((~~Planning and~~)) Building Department may accept a written assurance of discontinuance of any act in violation of this chapter from any person who has engaged in such act. Failure to comply with the assurance of discontinuance shall be a further violation of this chapter.

SECTION 8. SEVERABILITY. If any provision of this ordinance is declared unconstitutional, or the applicability thereof to any person or circumstance is held invalid, the constitutionality of the remainder of the ordinance and the applicability thereof to other persons and circumstances shall not be affected thereby.

SECTION 9. Ordinance 395, Section 12, Ordinance 325, Section 6 and BCC 3.04.100 are hereby amended to read as follows:

EFFECTIVE DATE. This ordinance shall take effect and be in full force ((~~on July 1, 2004~~)) upon its passage and adoption.

ADOPTED AND PASSED this _____ day of _____, 2010.

Chairman of the Board.

Chairman Pro-Tem.

Member.

Approved as to Form:

Constituting the Board of
County Commissioners of
Benton County, Washington

Ryan K Brown, DPA
Deputy Prosecuting Attorney

Attest: _____
Clerk of the Board

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON IN THE MATTER OF COUNTY BUILDING: RELATING TO THE PLUMBING CODE; ORDINANCE AMENDMENTS TO BCC 3.08 - RELATING TO THE PLUMBING CODE; AMENDING ORDINANCE 450, SECTION 1 AND BCC 3.08.010; AMENDING ORDINANCE 450, SECTION 2, ORDINANCE 239, SECTION 5 AND BCC 3.08.070; AMENDING ORDINANCE 450, SECTION 3, ORDINANCE 239, SECTION 6 AND BCC 3.08.080; AMENDING ORDINANCE 239, SECTION 8 AND BCC 3.08.100; AND AMENDING ORDINANCE 396, SECTION 7 AND BCC 3.08.120. ADOPTING THE 2009 EDITION OF THE UNIFORM PLUMBING CODE EXCEPT CHAPTERS 12 AND 15 AND THOSE REQUIREMENTS RELATING TO VENTING AND COMBUSTION AIR OF FUEL FIRED APPLIANCES AND THOSE PORTIONS OF THE CODE ADDRESSING BUILDING SEWERS.

WHEREAS, a public hearing set for on Monday, July 26, 2010 in the Commissioners meeting room, Third Floor, Courthouse, Prosser WA 99350, to consider the above ordinance amendments; and,

WHEREAS, at said hearing, the Board of County Commissioners considered the recommendation of approval from the Building Department for amending Title 3.08, BCC, all oral and written testimony presented at the hearing; and,

WHEREAS, the Board did review the proposed ordinance; and,

WHEREAS, the Board of County Commissioners is satisfied that it appears to be in the best interest of the public to adopt said ordinance and the respective amendments; THEREFORE,

BE IT RESOLVED that Ordinance No. _____, an ordinance relating to the plumbing code regarding adoption of the 2009 Edition of the Uniform Plumbing Code, except Chapter 12 and 15 and those requirements of the Uniform Plumbing Code relating to venting and combustion air of fuel fired appliances and those portions of the code addressing building sewers be adopted and shall take effect upon its passage and adoption.

DATED THIS _____ DAY OF _____.

Chairman of the Board

Chairman Pro Tem

Member
Constituting the Board of County
Commissioners of Benton County
Washington.

Attest _____.

Clerk of the Board
Bldg(1 orig)/PA

Steve Brown/slg

ORDINANCE NO. _____

AN ORDINANCE relating to the plumbing code, amending Ordinance 450, Section 1 and BCC 3.08.010; amending Ordinance 450, Section 2, Ordinance 239, Section 5 and BCC 3.08.070; amending Ordinance 450, Section 3, Ordinance 239, Section 6 and BCC 3.08.080; amending Ordinance 239, Section 8 and BCC 3.08.100; and amending Ordinance 396, Section 7 and BCC 3.08.120.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

SECTION 1. Ordinance 450, Section 1 and BCC 3.08.010 are hereby amended to read as follows:

ADOPTION OF UNIFORM PLUMBING CODE AND UNIFORM PLUMBING CODE STANDARDS. The ((2006)) 2009 Edition of the Uniform Plumbing Code and Uniform Plumbing Code Standards published by the International Association of Plumbing and Mechanical Officials, except Chapters 12 and 15 thereof and those requirements of the Uniform Plumbing Code relating to venting and combustion air of fuel fired appliances as found in chapter 5 and those portions of the code addressing building sewers, as now adopted or hereafter amended by the State of Washington, is hereby adopted by Benton County and all plumbing hereafter installed, altered, repaired, added to, used or maintained shall be done in conformity with the provisions of the Uniform Plumbing Code and Uniform Plumbing Code Standards, except as expressly provided herein.

SECTION 2. Ordinance 450, Section 2, Ordinance 239, Section 5 and BCC 3.08.070 are hereby amended to read as follows:

ADMINISTRATION. The Benton County ((Planning and)) Building Department shall have responsibility for the administration of this chapter and shall appoint an inspector or inspectors who shall be responsible for all inspections required by the ((2006)) 2009 Edition of the Uniform Plumbing Code and Uniform Plumbing Code Standards.

SECTION 3. Ordinance 450, Section 3, Ordinance 239, Section 6 and BCC 3.08.080 are hereby amended to read as follows:

REGISTRATION AND CERTIFICATE OF COMPETENCY. (a) Except as otherwise provided by law, no person, firm or corporation shall engage in any installation, removal, alteration, relocation, replacement or repair of any plumbing or drainage system, or any part thereof, unless such person shall possess a valid certificate of competency as provided by Chapter 18.106 RCW.

(b) Except as otherwise provided by law, no person shall engage in any installation, removal, alteration, relocation, replacement or repair of any plumbing or drainage system, or any part thereof, unless such person shall possess a valid certificate of competency as provided by Chapter 18.106 RCW.

(c) No plumbing work shall be commenced and no permit required by the ((2006)) 2009 Edition of the Uniform Plumbing Code and Uniform Plumbing Code Standards, as herein adopted, shall be issued until

the person, firm or corporation doing such work shall supply the Benton County (~~Planning and~~) Building Department with evidence of valid certification and registration as herein above required.

SECTION 4. Ordinance 239, Section 8 and BCC 3.08.100 are hereby amended to read as follows:

INJUNCTIVE RELIEF. Notwithstanding the existence or use of any other remedy or means of enforcement of the provisions hereof, Benton County may seek legal or equitable relief to enjoin any acts or practices which constitute a violation of any of the provisions hereof and compel compliance with all provisions of this chapter. The costs of such action shall be taxed against the person violating the provisions of this chapter. The (~~Planning and~~) Building Department may accept a written assurance of discontinuance of any act in violation of this chapter from any person who has engaged in such act. Failure to comply with the assurance of discontinuance shall be a further violation of this chapter.

SECTION 5. SEVERABILITY. If any provision of this ordinance is declared unconstitutional, or the applicability thereof to any person or circumstance is held invalid, the constitutionality of the remainder of the ordinance and the applicability thereof to other persons and circumstances shall not be affected thereby.

SECTION 6. Ordinance 396, Section 7 and BCC 3.08.120 are hereby amended to read as follows:

EFFECTIVE DATE. This ordinance shall take effect and be in full force (~~on July 1, 2004~~) upon its passage and adoption.

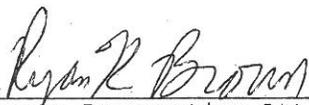
ADOPTED AND PASSED this _____ day of _____, 2010.

Chairman of the Board.

Chairman Pro-Tem.

Member.

Approved as to Form:



Deputy Prosecuting Attorney

Constituting the Board of
County Commissioners of
Benton County, Washington

Attest: _____
Clerk of the Board

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON
IN THE MATTER OF COUNTY BUILDING: RELATING TO THE MECHANICAL CODE AND FUEL GAS
CODE; AMENDING ORDINANCE 451, SECTION 1 AND BCC 3.12.010; AMENDING ORDINANCE 451,
SECTION 2 AND BCC 3.12.020; AMENDING ORDINANCE 240, SECTION 4 AND BCC 3.12.070;
AMENDING ORDINANCE 240, SECTION 6 AND BCC 3.12.080; AND AMENDING ORDINANCE 397,
SECTION 5 AND BCC 3.12.100. ADOPTING THE 2009 INTERNATIONAL MECHANICAL CODE, AND
THE 2009 INTERNATIONAL FUEL GAS CODE.

WHEREAS, a public hearing set for on Monday, July 26, 2010 in the Commissioners meeting room,
Third Floor, Courthouse, Prosser WA 99350, to consider the above ordinance amendments; and,

WHEREAS, at said hearing, the Board of County Commissioners considered the recommendation of
approval from the Building Department for amending Title 3.12, BCC, all oral and written testimony
presented at the hearing; and,

WHEREAS, the Board did review the proposed ordinance; and,

WHEREAS, the Board of County Commissioners is satisfied that it appears to be in the best interest
of the public to adopt said ordinance and the respective amendments; THEREFORE,

BE IT RESOLVED that Ordinance No. _____, an ordinance relating to the mechanical
code regarding adoption of the 2009 Edition of the International Mechanical Code and Fuel Gas
Code be adopted and shall take effect upon its passage and adoption.

DATED THIS _____ DAY OF _____.

Chairman of the Board

Chairman Pro Tem

Member

Constituting the Board of County
Commissioners of Benton County
Washington.

Attest _____.

Clerk of the Board
Bldg(1 orig)/PA

Steve Brown/slg

ORDINANCE NO. _____

AN ORDINANCE relating to the mechanical code; amending Ordinance 451, Section 1 and BCC 3.12.010; amending Ordinance 451, Section 2 and BCC 3.12.020; amending Ordinance 240, Section 4 and BCC 3.12.070; amending Ordinance 240, Section 6 and BCC 3.12.080; and amending Ordinance 397, Section 5 and BCC 3.12.100.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

SECTION 1. Ordinance 451, Section 1 and BCC 3.12.010 are hereby amended to read as follows:

ADOPTION OF INTERNATIONAL MECHANICAL CODE. The ((2006)) 2009 Edition of the International Mechanical Code and the ((2006)) 2009 Edition of the International Fuel Gas Code published by the International Code Council, Inc., as now adopted or hereafter amended by the State of Washington, are hereby adopted by Benton County, and all heating, ventilation, comfort cooling, refrigeration systems, incinerators and other heat producing appliances hereafter installed, altered, repaired, relocated, added to, used or maintained shall be done in conformity with the provisions of the International Mechanical Code and International Fuel Gas Code, except as expressly provided herein.

SECTION 2. Ordinance 451, Section 2 and BCC 3.12.020 are hereby amended to read as follows:

BOARD OF APPEALS. Sections 109.2 of the ((2006)) 2009 International Mechanical Code and the International Fuel Gas Code shall be superseded and replaced with the following:

"BOARD OF APPEALS - In order to determine the suitability of alternate materials and methods of construction and to provide for reasonable interpretation of the provisions of this code, there shall be and is hereby created a Board of Appeals "Board," consisting of seven (7) members who are qualified by experience and training to pass upon matters pertaining to building construction. The Board shall be jointly appointed by the Mayors of the Cities of Pasco, Kennewick, Richland, and West Richland and the Chairmen of the Board of County Commissioners of Benton and Franklin Counties, and serve at their pleasure. The Building Official of each appointing agency, or representative, shall be an ex-officio member of the Board of Appeals and shall serve as secretary to the Board of Appeals on a rotating basis. The Board of Appeals shall adopt reasonable rules and regulations for conducting its investigations and shall render all decisions and findings in writing to all the Building Officials with a duplicate copy to the appellant and may recommend to the City Councils and/or Boards of County Commissioners such new legislation as is consistent therewith."

SECTION 3. Ordinance 240, Section 4 and BCC 3.12.070 are hereby amended to read as follows:

ADMINISTRATION. The Benton County ((Planning and)) Building Department shall have responsibility for the administration and enforcement of this chapter.

SECTION 4. Ordinance 240, Section 6 and BCC 3.12.080 are hereby amended to read as follows:

INJUNCTIVE RELIEF. Notwithstanding the existence or use of any other remedy or means of enforcement of the provisions hereof, Benton County may seek legal or equitable relief to enjoin any acts or practices which constitute a violation of any of the provisions hereof and compel compliance with all provisions of this chapter. The costs of such action shall be taxed against the person violating the provisions of this chapter. The ~~((Planning and))~~ Building Department may accept a written assurance of discontinuance of any act in violation of this chapter from any person who has engaged in such act. Failure to comply with the assurance of discontinuance shall be a further violation of this chapter.

SECTION 5. SEVERABILITY. If any provision of this ordinance is declared unconstitutional, or the applicability thereof to any person or circumstance is held invalid, the constitutionality of the remainder of the ordinance and the applicability thereof to other persons and circumstances shall not be affected thereby.

SECTION 6. Ordinance 397, Section 5 and BCC 3.12.100 are hereby amended to read as follows:

EFFECTIVE DATE. This ordinance shall take effect and be in full force ~~((on July 1, 2004))~~ upon its passage and adoption.

ADOPTED AND PASSED this _____ day of _____, 2010.

Chairman of the Board.

Chairman Pro-Tem.

Member.

Approved as to Form:



Deputy Prosecuting Attorney

Constituting the Board of
County Commissioners of
Benton County, Washington

Attest: _____
Clerk of the Board

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON
IN THE MATTER OF COUNTY BUILDING: RELATING TO THE FIRE CODE; ORDINANCE AMENDMENTS TO BCC 3.16 - RELATING TO THE FIRE CODE, AMENDING ORDINANCE 452, SECTION 1 AND BCC 3.16.010; AMENDING ORDINANCE 241, SECTION 2, ORDINANCE 385, SECTION 1, ORDINANCE 400, SECTION 5, ORDINANCE 452, SECTION 2 AND BCC 3.16.015; AMENDING ORDINANCE 452, SECTION 3 AND BCC 3.16.019; AMENDING ORDINANCE 400, SECTION 7, ORDINANCE 452, SECTION 4 AND BCC 3.16.023; AMENDING ORDINANCE 452, SECTION 5 AND BCC 3.16.025; AMENDING ORDINANCE 452, SECTION 6 AND BCC 3.16.027; AMENDING ORDINANCE 400, SECTION 11, ORDINANCE 452, SECTION 6 AND BCC 3.16.031; AMENDING ORDINANCE 452, SECTION 8 AND BCC 3.16.032; AMENDING ORDINANCE 385, SECTION 2 AND BCC 3.16.036; AMENDING ORDINANCE 385, SECTION 3, ORDINANCE 413, SECTION 1 AND BCC 3.16.037; AMENDING ORDINANCE 385, SECTION 4 AND BCC 3.16.038; AND AMENDING ORDINANCE 385, SECTION 5 AND BCC 3.16.039. ADOPTING THE 2009 EDITION OF THE INTERNATIONAL FIRE CODE, INCLUDING APPENDIXES A, B, AND F, AND THE AMENDMENTS IN CHAPTERS 51-54 WAC.

WHEREAS, a public hearing set for on Monday, July 26, 2010 in the Commissioners meeting room, Third Floor, Courthouse, Prosser WA 99350, to consider the above ordinance amendments; and,

WHEREAS, at said hearing, the Board of County Commissioners considered the recommendation of approval from the Building Department for amending Title 3.16, BCC, all oral and written testimony presented at the hearing; and,

WHEREAS, the Board did review the proposed ordinance; and,

WHEREAS, the Board of County Commissioners is satisfied that it appears to be in the best interest of the public to adopt said ordinance and the respective amendments; THEREFORE,

BE IT RESOLVED that Ordinance No. _____, an ordinance adopting the 2009 Edition of the International Fire Code including appendices A, B, and F, and the amendments in Chapters 51-54 WAC be adopted and shall take effect upon its passage and adoption.

DATED THIS _____ DAY OF _____.

Chairman of the Board

Chairman Pro Tem

Member
Constituting the Board of County
Commissioners of Benton County
Washington.

Attest _____.

Clerk of the Board
Bldg(1 orig)/PA

Steve Brown/slg

ORDINANCE NO. _____

AN ORDINANCE relating to the fire code; amending Ordinance 452, Section 1 and BCC 3.16.010; amending Ordinance 241, Section 2, Ordinance 385, Section 1, Ordinance 400, Section 5, Ordinance 452, Section 2 and BCC 3.16.015; amending Ordinance 452, Section 3 and BCC 3.16.019; amending Ordinance 400, Section 7, Ordinance 452, Section 4 and BCC 3.16.023; amending Ordinance 452, Section 5 and BCC 3.16.025; amending Ordinance 452, Section 6 and BCC 3.16.027; amending Ordinance 400, Section 11, Ordinance 452, Section 6 and BCC 3.16.031; amending Ordinance 452, Section 8 and BCC 3.16.032; amending Ordinance 385, Section 2 and BCC 3.16.036; amending Ordinance 385, Section 3, Ordinance 413, Section 1 and BCC 3.16.037; amending Ordinance 385, Section 4 and BCC 3.16.038; and amending Ordinance 385, Section 5 and BCC 3.16.039.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

SECTION 1. Ordinance 452, Section 1 and BCC 3.16.010 are hereby amended to read as follows:

ADOPTION OF THE INTERNATIONAL FIRE CODE. The ((2006)) 2009 edition of the International Fire Code published by the International Code Council, Inc. including appendices A, B, F, and the amendments in Chapter 51-54 WAC as now adopted or hereafter amended by the State of Washington is hereby adopted by Benton County and all buildings hereafter erected or constructed, enlarged, altered, repaired, removed, demolished or converted shall be done in conformity with the provisions of the International Fire Code, except as expressly provided herein.

SECTION 2. Ordinance 241, Section 2, Ordinance 385, Section 1, Ordinance 400, Section 5, Ordinance 452, Section 2 and BCC 3.16.015 are hereby amended to read as follows:

DEFINITIONS. For the purposes of this chapter and the ((2006)) 2009 edition of the International Fire Code as adopted hereby, the following words and phrases shall have the indicated meanings:

(1) "Agricultural Burning" means the burning of vegetative debris from an agricultural operation necessary for disease or pest control, necessary for crop propagation and/or crop rotation, or burning identified as a best management practice by the agricultural burning practices and research task force established in RCW 70.94.650 or other authoritative source on agricultural practices. Propane flaming for the purpose of vegetative debris removal is considered commercial agricultural burning.

(2) "Benton Clean Air Agency" is the air pollution control authority activated by the Benton County Board of Commissioners under Chapter 70.94 RCW.

((a)) (3) "Electrical code" shall mean the National Electrical Code as adopted by the State of Washington.

((b)) (4) "Energy Release Component (ERC)" means a number related to the available energy (BTU) per unit area (square foot) within the flaming front at the head of a fire.

(5) "Expanded Resource Ordering Coordinator" means the one person so designated in writing by a majority of the fire protection districts operating in Benton County.

~~((e))~~ (6) "Fire Code" shall mean the International Fire Code.

~~((d))~~ (7) "Fire Code Official" shall mean the Benton County Fire Marshal or Representative.

~~((e))~~ (8) "Fire Chief," "Chief," "Local District Fire Chief" shall mean the chief officer of ~~((the))~~ a fire protection district formed under Title 52 of the Revised Code of Washington and that ~~((having jurisdiction))~~ operates in any portion of Benton County.

~~((f))~~ ~~"Fire Coordinator" means the person responsible for dispatching a strike team.)~~

~~((g))~~ (9) "Fire Department" shall mean the fire authority normally responsible for fire protection in the area.

~~((h))~~ (10) "Fire Inspector" shall mean the personnel designated and assigned to perform fire inspection functions by the Benton County Fire Marshal.

~~((i))~~ (11) "Fire Marshal" shall mean the Benton County Fire Marshal or representative.

~~((j))~~ (12) "Fire Weather Watch" shall mean that critical fire weather conditions are imminent or are occurring.

~~((k))~~ (13) "Fireworks" shall mean those devices meeting the current definition of fireworks as found in the Washington State Fireworks Law, Chapter 70.77 RCW.

(14) "Incidental Agricultural Burning" means the burning of orchard pruning, vegetative burning along fence lines or fence row and wind blown organic debris.

~~((l))~~ (15) "Jurisdiction" shall mean Benton County.

~~((m))~~ (16) "NFDRS" is the National Fire Danger Rating System produced by the Wildland Fire Assessment System operated by USDA Forest Service.

(17) "Outdoor Burning" means the combustion of material of any type in an open fire or in an outdoor container without providing for control of combustion or the control of emissions from the combustion. Outdoor burning means all types of outdoor burning except agricultural burning and silvicultural burning as described in RCW 70.94.743(3).

~~((n))~~ (18) "Police Department" or "Police Officers" shall mean the Benton County Sheriff's Department.

~~((o))~~ (19) "Red Flag ((Event)) Warning" ((shall mean)) is ((that weather and fuel conditions are such that extensive wildfire could occur or that existing wildland fires may suddenly exhibit extreme fire behavior.)) a notification so denoted issued by the Pendleton, Oregon Weather Forecast Office of the National Weather Service that considers both weather (heat, wind, atmospheric stability, lightning, and humidity) and fuel conditions in determining that

the combined conditions indicate a higher probability of fire ignition and the potential rate of spread and difficulty to control a fire once it ignites.

~~((p) "Strike team" is a set number of resources (3-5) of the same kind and type, with common communications, operating under the direct supervision of a leader.))~~

(20) "Urban Growth Area (UGA)" means those areas designated as such by Benton County pursuant to RCW 36.70A.110.

(21) "Weather" means predicted weather conditions or unpredicted weather events which may increase the probability of ignition and/or the potential rate of spread and difficulty to control a fire.

SECTION 3. Ordinance 452, Section 3 and BCC 3.16.019 are hereby amended to read as follows:

BOARD OF APPEALS. Section A101.2 of the ~~((2006))~~ 2009 Edition of the International Fire Code is deleted and replaced with the following:

"BOARD OF APPEALS - In order to determine the suitability of alternate materials and methods of construction and to provide for reasonable interpretation of the provisions of this code there shall be and is hereby created a Board of Appeals "Board," consisting of seven members who are qualified by experience and training to pass upon matters pertaining to building construction. The Board shall be jointly appointed by the Mayors of the cities of Pasco, Kennewick, Richland and West Richland and the Chairmen of the Boards of County Commissioners of Benton and Franklin Counties, and shall serve at their pleasure. The Building Official of each appointing agency, or representative, shall be an ex-officio member of the Board and shall serve as secretary to the Board on a rotating basis. The Board shall adopt reasonable rules and regulations for conducting its investigations and shall render all decisions and findings in writing to all the Building Officials with a duplicate copy to the appellant and may recommend to the City Councils and/or Boards of County Commissioners such new legislation as is consistent therewith."

SECTION 4. Ordinance 400, Section 7, Ordinance 452, Section 4 and BCC 3.16.023 are hereby amended to read as follows:

TANK STORAGE - BULK STORAGE. The geographical limits referred to in Sections ~~((3404.2.9.5.1))~~ 3404.2.9.6.1 and 3406.2.4.4 of the ~~((2006))~~ 2009 edition of the International Fire Code in which storage of Class I and Class II liquids in aboveground tanks inside or outside of buildings is prohibited, are hereby established. The prohibitions in those sections shall apply to all areas in which the International Fire Code is in force, except for within the following zoning districts: I-1 (light Industrial District), I-2 (Heavy Industrial District), A (Agricultural District), GMAAD (Growth Management Act Agricultural District), and U (Unclassified District); provided, however, that the Fire Marshal may issue a special permit for such storage, where in the judgment of the Fire

Marshal, there is no undue danger to persons or property and where such storage would not be in conflict with other Benton County codes, ordinances or regulations.

SECTION 5. Ordinance 452, Section 5 and BCC 3.16.025 are hereby amended to read as follows:

LIQUEFIED PETROLEUM GASES. The geographical limits referred to in Section 3804.2 of the ((2006)) 2009 edition of the International Fire Code, in which bulk storage of liquefied petroleum gas is restricted, are hereby established and shall apply to all areas in which the International Fire Code is in force; provided, however, that the Benton County Fire Marshal or designee may issue a special permit for such storage, where in the judgment of the Fire Marshal, there is no undue danger to persons or property and where such storage would not be in conflict with other Benton County codes, ordinances, or regulations.

SECTION 6. Ordinance 452, Section 6 and BCC 3.16.027 are hereby amended to read as follows:

OPEN FLAME OR TORCHES. Section 308.4 of the ((2006)) 2009 edition of the International Fire Code is hereby amended to read:

Persons using a torch or other flame-producing device for removing paint, thawing pipes or sweating pipe joints from or in any building or structure shall provide a minimum of one (1) portable fire extinguisher which complies with Section 906 of the International Fire Code and with a minimum 4-A rating, two (2) portable fire extinguishers, each with a minimum 2-A rating, or water hose connected to the water supply on the premises where such burning is done. The person doing the burning shall remain on the premises one (1) hour after the torch or flame producing device is last utilized.

SECTION 7. Ordinance 400, Section 11, Ordinance 452, Section 6 and BCC 3.16.031 are hereby amended to read as follows:

STORAGE OF FLAMMABLE CRYOGENIC FLUIDS. ((The geographical limits referred to in Section 3204.3.1.1 of the 2006 Edition of the International Fire Code in which)) The storage of flammable cryogenic fluids in stationary containers outside of buildings ((is prohibited, are hereby established. The prohibition shall apply to all areas in which the International Fire Code is in force, except)) shall be allowed only in the I-1 (Light Industrial District) and I-2 (Heavy Industrial District) zoning districts.

SECTION 8. Ordinance 452, Section 8 and BCC 3.16.032 are hereby amended to read as follows:

SPECIAL PERMITS - GENERAL. (a) A permit shall constitute permission to maintain, store, use or handle materials, or to conduct processes which produce conditions hazardous to life or property, or to install equipment used in connection with such activities. Such permission shall not be construed as authority to violate, cancel, or set aside any of the provisions of this chapter. Such permit shall not take the place of any license required by law. A list of all activities requiring a special permit are listed in the ((2006)) 2009 Edition of the International Fire Code.

(b) All permits issued under this chapter shall be presumed to contain the proviso that the applicant or the applicant's agents and employees shall carry out the proposed activity in compliance with all the requirements of this chapter and any other laws or regulations applicable thereto whether specified or not, and in complete accordance with the approved plans and specifications.

The Fire Marshal may, in writing, suspend or revoke a permit issued under the provisions of this chapter whenever the permit is issued in error or on the basis of incorrect information supplied, or in violation of any ordinance or regulation or any of the provisions of this chapter and any approval of plans and specifications given in connection with the issuance of such permit shall likewise be void.

(c) The Benton County Fire Marshal or designee shall inspect and approve the receptacles, vehicles, buildings, devices, premises, storage spaces or areas to be used prior to issuance of a permit.

(d) Permits shall at all times be kept on the premises designated therein and shall at all times be subject to inspection by the Benton County Fire Marshal or designee.

(e) Whenever, under the provisions of this chapter and the International Fire Code, more than one permit is required for the same location, such permits may be consolidated into a single permit with no additional costs involved.

SECTION 9. Ordinance 385, Section 2 and BCC 3.16.036 are hereby amended to read as follows:

~~((OPEN))~~ OUTDOOR BURNING AND AGRICULTURAL BURNING--GENERAL.

~~(a)~~ All burning in Urban Growth Areas and elsewhere within unincorporated areas of Benton County ~~((is to))~~ shall comply with the requirements of the Benton Clean Air ~~((Authority))~~ Agency and all state and local laws and regulations. During conditions of high, very high, or extreme fire danger, fire protection authorities may declare a fire danger burn ban and grant exceptions to such burn bans. The fire protection districts operating in Benton County have all passed resolutions requesting and authorizing the Benton County Fire Marshal to determine when such burn bans shall be in effect and to grant exceptions to such burn bans. ~~((BCC))~~ Sections 3.16.036, ~~((BCC))~~ 3.16.037, ~~((BCC))~~ 3.16.038, and ~~((BCC))~~ 3.16.039 of the Benton County Code set forth the rules and procedures ~~((relating))~~ related to burn bans on ~~((open))~~ outdoor burning and agricultural burning ~~(including incidental agricultural burning)~~ imposed due to fire danger weather conditions. These restrictions shall apply regardless of whether such burning is otherwise allowed by RCW 70.94 and the Benton Clean Air Agency. ~~((shall be used to restrict open burning and agricultural burning within the unincorporated areas of Benton County, including Urban Growth Areas.))~~

~~((a))~~ (b) Any ~~((Outdoor))~~ outdoor burning and agricultural burning restrictions imposed due to fire danger ~~((for the period beginning April 1st and ending November 1st))~~ shall be ~~((in effect))~~ effective each week from Wednesday through Tuesday, but such restrictions may be modified as set forth in Section 11(c) or 11(d) below.

~~((b))~~ (c) In the absence of the Fire Marshal, the Benton County ~~((Chief))~~ Building ~~((Inspector))~~ Department Manager may assume the duties of the Benton County Fire Marshal.

~~((c))~~ ~~The Benton Clean Air Authority may adopt this policy as set forth in the sections which follow, in whole or in part.)~~

SECTION 10. Ordinance 385, Section 3, Ordinance 413, Section 1 and BCC 3.16.037 are hereby amended to read as follows:

~~((OPEN))~~ OUTDOOR BURNING AND AGRICULTURAL BURNING--RESTRICTIONS--FIRE DANGER CLASSIFICATION--NOTIFICATION. (a) The Fire Marshal shall use an Energy Release Component (ERC), as defined by ~~((ef))~~ the National Fire Danger Rating System (NFDRS) and as determined for Benton County by Fire Protection District No. 1, ~~((will be used in conjunction))~~ along with the ~~((Short Range Weather Forecast))~~ short range weather forecast, to determine ~~((open))~~ outdoor and agricultural burning restrictions.

(b) Such determination shall be reflected in the selection by the Fire Marshal of one of the five classifications within ~~((The))~~ the National Fire Danger Rating System (NFDRS) ~~((uses five classifications))~~ for describing the current fire danger weather. These classifications are as follows: low, moderate, high, very high, and extreme. The Benton County Fire Marshal shall ~~((use))~~ select one of ~~((the))~~ these NFDRS classifications to determine ~~((when issuing))~~ burning restrictions for ~~((the))~~ each seven day fire danger weather forecast.

(c) ~~((The Benton County Fire Marshal receives ERC values from the Umatilla National Forest. Upon receipt of the ERC values, the Fire Marshal shall determine the open burning and agricultural burning limitations.))~~ The Fire Marshal shall establish the weekly burning limitations by designating one of the Fire Danger Classifications set forth in ~~((using))~~ Table 1 below. ~~((ERC (Energy Release Component) and Fire Danger Classification.))~~ The Fire Marshal may change the Fire Danger Classification during the applicable seven day period to a higher rating when the National Weather System Short Term Forecast warrants it. However, the weekly ~~((ERC value))~~ Fire Danger Classification shall not be ~~((changed to a lower))~~ lowered to a classification lower than indicated by the ERC value ~~((than the ERC value))~~ obtained from ~~((the Umatilla National Forest))~~ Benton County Fire Protection District No. 1 for that seven day period. The restrictions of ~~((Open))~~ outdoor burning and/or agricultural burning resulting from the Fire Danger Classification are ~~((is prohibited under certain conditions))~~ as set forth in BCC 3.16.038.

NOTE: This ordinance is continued on the following page.

TABLE 1

~~((ERC (Energy Release Component)))~~
~~((AND))~~
 FIRE DANGER CLASSIFICATION

((Energy Release Values (ERC))) ((Calculated for Fuel Model T & Fire Danger Adjective Class))					
ERC Value	0 - 3	4 - 8	9-11	12 - 16	17+
Fire Danger Classification	Low	Moderate	High	Very High	Extreme
((Burning Restrictions))	((No Restrictions))	((No Restrictions))	((Ag-Burn Only²⁾)	((Ag-Burn Only²⁾)	((No Burn^{1,2}))

~~¹With the concurrence of the respective Fire District, emergency burning may take place for farming operations to remove diseased commodities, or to prepare land for farming operations.~~

~~²With the concurrence of four of the six Benton County Fire Districts, open burning may be permitted after September 1st.~~

(d) Upon determining the ~~((burning restrictions))~~ Fire Danger Classification, the Fire Marshal shall notify in writing ~~((the))~~ each ~~((Fire Districts))~~ fire protection district within the County, the Benton Clean Air ~~((Authority))~~ Agency, ~~((SECOM))~~ Benton County Emergency Management, and at least two local television stations, one print ~~((the Media))~~ media and one local radio station of the Fire Danger Classification. The notifications will be made on each Wednesday during the applicable period and shall be in effect through the following Tuesday, unless changed as authorized by subsection (c) above. In the event of such a change, the Fire Marshal shall provide written notice to the entities set forth above.

SECTION 11. Ordinance 385, Section 4 and BCC 3.16.038 are hereby amended to read as follows:

~~((OPEN))~~ OUTDOOR BURNING AND AGRICULTURAL BURNING--WHEN PROHIBITED DUE TO FIRE DANGER. ~~((a) Open burning within the applicable unincorporated areas of Benton County shall be permitted unless a "No Burn" notice has been issued. Open burning within Urban Growth Areas may only occur as permitted by the Benton Clean Air Authority. When open burning is allowed, it shall take place under the guidelines of the Benton Clean Air Authority.)~~

~~((b))~~ (a) ((Open)) Outdoor burning, ((or Agricultural burning)) even if permitted by the Benton Clean Air Agency, is prohibited under the following conditions due to fire danger, except as allowed by subsection (c) below:

- (1) ((No Open burning shall be permitted within Urban Growth Areas unless approved by Benton Clean Air Authority.)) During a period when the Fire Danger Classification is High, Very High or Extreme as determined by the Fire Marshal;

- (2) ~~((No Open burning or Agricultural burning shall take place or continue when))~~ When wind speeds exceed ((19)) 20 mph((-));
- (3) ~~((No Open burning or Agricultural burning shall take place or continue during))~~ During any period in which a Red Flag Warning ((conditions)) is in effect((-)); or
- (4) ~~((No Open burning or Agricultural burning shall take place or continue when))~~ When the Fire Marshal has made the notifications as set forth in Section 5(c) below that a burn ban is in effect because of the deployment of significant local ((Fire Districts)) fire fighting resources ((have two or more strike teams involved with fires)).
- ~~((5) No Open burning or Agricultural burning shall take place when the Governor has issued a state wide ban.)~~

(b) Agricultural burning (including incidental agricultural burning), even if permitted by the Benton Clean Air Agency, is prohibited under the following conditions due to fire danger, except as allowed by subsections (c) or (d) below:

- (1) During a period when the Fire Danger Classification is Extreme as determined by the Fire Marshal;
- (2) When wind speeds exceed 20 miles per hour;
- (3) During any period in which a Red Flag Warning is in effect; or
- (4) When Fire Marshal has made the notifications as set forth in Section 5(c) below that a burn ban is in effect because of the deployment of a significant amount of local fire fighting resources.

(c) Between September 1st and November 1st of any year, outdoor burning otherwise prohibited under subsection (a) above is allowed with the written permission of at least four (4) Fire Chiefs.

(d) Agricultural burning (including incidental agricultural burning) otherwise prohibited under subsection (b)(1) above may be allowed upon approval of the Fire Marshal and Fire Chief of the fire protection district, if any, in which the site of the requested burning is located. Such approval will be reflected by the issuance of a permit for an Agricultural Burn Exemption to Extreme Fire Danger Classification Burn Ban. Request for such a permit shall be made on the form provided by the Fire Marshal and submitted to the Fire Marshal and Fire Chief of the fire protection district in which the site of the proposed burning is located. Upon determination that the proposed agricultural burning does not pose a health and safety risk, the permit may be issued, with whatever conditions are deemed appropriate, by either the Fire Marshal or the Fire Chief of the fire protection district with jurisdiction over the site of the proposed burn.

SECTION 12. Ordinance 385, Section 5 and BCC 3.16.039 are hereby amended to read as follows:

~~((OPEN)) OUTDOOR BURNING AND AGRICULTURAL BURNING--((FIRE WEATHER WATCH,)) RED FLAG ((EVENT)) WARNINGS, ((STRIKE TEAMS)) AND DEPLOYMENT OF SIGNIFICANT FIRE FIGHTING RESOURCES--NOTIFICATION.~~

~~((a) Fire Weather Watch.))~~

~~((The weather forecaster issues a Fire Weather Watch to advise user agencies that a Red Flag Event may occur in the near future. A Fire Weather Watch is issued when the forecaster is reasonably confident that a Red Flag Event will occur within the next 12-72 hours. The Fire Weather Watch normally remains in effect until the forecaster determines that the critical weather conditions are imminent or are occurring, or until it can be determined that the expected event will not occur, and thus that watch will be canceled or allowed to expire.))~~

~~((b)) (a) Red Flag ((Event)) Warnings.~~

~~The Pendleton, Oregon Office of the National Weather Service Forecast Office may issue Red Flag Warnings from time to time. When the Benton County Fire Marshal receives notification ((from the Umatilla National Forest)) that a Red Flag ((Event)) Warning ((is being)) has been issued for areas within Benton County, ((A Red Flag Event is a means by which the National Weather Service informs fire management agencies of the onset or possibility of critical fire weather and fuel conditions. Red Flag Events normally require the combination of HIGH to EXTREME fire danger classifications and critical weather conditions. These weather conditions include, but are not limited to:))~~

~~((1) Significant increase in surface winds (sustained winds of 20 mph with stronger gusts possible).))~~

~~((2) A dry thunderstorm outbreak.))~~

~~((3) Significant increase in temperature.))~~

~~((4) Significant decrease in relative humidity.))~~

~~((5) First episode of thunderstorms after a hot and dry period.))~~

~~((6) A Haines Index of 6.))~~

~~((7) Any combination of weather and fuel moisture conditions that could cause extensive wildfire occurrences.))~~

~~((Upon receiving notification from the Umatilla National Forest that a Red Flag Watch is being issued,)) the Fire Marshal shall notify in writing ((the)) each ((Benton County Fire District)) fire protection district operating in Benton County, the Benton Clean Air ((Authority)) Agency, ((SECOM)) Benton County Emergency Management, and ((the)) at least two local television stations, one print media and one local radio station that ((open burning or agricultural burning is prohibited until further notice)) a burn ban is in effect due to a Red Flag Warning.~~

~~((c))~~ (b) ~~((Strike Teams))~~ Deployment of Significant Local Fire Fighting Resources.

~~((The Fire Coordinator shall determine when it is necessary to dispatch a strike team(s) to combat a fire.))~~ When the Fire Marshal has been notified by the Expanded Resource Ordering Coordinator designated by the fire protection districts in Benton County that ~~((a second strike team))~~ significant local fire fighting resources ~~((has))~~ have been dispatched~~((r))~~ to one or more fires, ~~((the Fire Coordinator shall notify the Benton County Fire Marshal.))~~

~~((Upon receiving notice from the Fire Coordinator that a second strike team has been dispatched,))~~ the ~~((Benton County))~~ Fire Marshal may exercise his or her discretion and implement a burn ban by ~~((shall notify))~~ notifying in writing ~~((the))~~ each ~~((Fire Districts))~~ fire protection district operating in Benton County, the Benton Clean Air ~~((Authority))~~ Agency, and at least two local television stations, one print ~~((the))~~ media and one local radio station ~~((that open burning or agricultural burning is prohibited until further notice))~~ of the burn ban due to this condition.

SECTION 13. SEVERABILITY. If any provision of this ordinance is declared unconstitutional, or the applicability thereof to any person or circumstance is held invalid, the constitutionality of the remainder of the ordinance and the applicability thereof to other persons and circumstances shall not be affected thereby.

SECTION 14. EFFECTIVE DATE. This ordinance shall take effect and be in full force upon its passage and adoption.

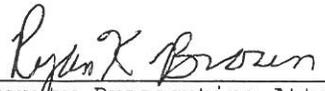
ADOPTED AND PASSED this _____ day of _____, 2010.

Chairman of the Board.

Chairman Pro-Tem.

Member.

Approved as to Form:



Deputy Prosecuting Attorney

Constituting the Board of
County Commissioners of
Benton County, Washington

Attest: _____
Clerk of the Board

10:45

BENTON COUNTY OFFICE OF PUBLIC DEFENSE

OPERATIONS REPORT

2010 Q2

The following is a status update and report about the various aspects of operations at the Benton County Office of Public Defense. Reported data and information in this report is accurate as of June 30, 2010

BENTON COUNTY DISTRICT COURT

ROUTINE OPERATIONS

Caseload verification system For the first time, this office has been able to achieve close to a 100% caseload verification on a monthly basis on a 60 day maximum lag basis (ie monthly caseloads are fully verified no later than 60 days after the last day of the month. This is a result of unprecedented and greatly appreciated assistance in this regard from District Court Administration in the form of high accuracy and high specificity caseload reports provided to this office on a 2-3 business day lag basis. OPD has harnessed this new capability to create a caseload tracking and forecasting tool that forecasts caseload needs for the remainder of the year based on weighted monthly averages, and that should be quite accurate.

Summary: The caseload verification system is working well and is providing accurate, timely data about caseloads and the ability to utilize an effective forecasting tool.

In-Custody Representation Team The In-Custody Representation Team (“ICRP”) continues to function very well. Jail usage continues to be significantly lower than the year 2008 when this representation was not in place. Furthermore, this team continues to resolve at least the equivalent caseload of two full time contracts (upwards of 720 cases per year) during arraignments, and they have fine-tuned their system of resolution of compliance cases so much that in-court compliance dockets now have very few in-custody defendants. This team has also been able to successfully incorporate legal issues including immigration law and “pay or serve” practices¹ in their provisional representation practices, providing important liability protection to the County.

In terms of metrics, in addition to resolving upwards of the annual equivalent of 720 cases, this team has continued to maintain low jail usage despite relatively little change in filings, and

¹ Benton County is one of the only jurisdictions in the entire State that continues to jail defendants who do not pay their fines. A myriad issues have stemmed from this practice this year including the filing of a *Writ* against a District Court Judge (essentially a lawsuit asking Superior Court to reverse the District Court Judge’s ruling), discussions about the case law on this topic, and substantial fine-tuning of the advice given clients facing this prospect.

consistent sentencing, bail, and charging practices. In fact, jail usage reduction for the cities has reached \$210,000 for the first five months of this year combined when compared to average usage in 2008. This translates to an annualized savings rate of over \$655,000 when jail usage reduction for Benton County cases are factored in².

Summary: The ICRP continues to work well, resolving the equivalent of upwards of two full contract caseloads (720 cases) on an annualized basis, and reducing jail usage, system-wide, by over \$655,000 on an annualized basis.

Caseload forecasts As the Board may recall, in order to have fine-grained control over the allocation of resources to handle District Court cases, and in order not to have any contract attorneys fail to reach their caps (and therefore pay them to accept cases they never accept) the 2010 budget allows for 13 total contract attorneys but only 12 contracts were filled. The plan was to pay an “overflow” attorney or attorneys to cover the cases that would have been covered by this 13th contract. In this way, there was essentially a “planned overage” of 360 cases (one contract’s case cap) to be covered in the second half of the year.

After entry of mostly verified June, 2010 numbers, the overage is forecasted to be less than 250 cases. This represents a budget surplus of \$18,590 (at the \$169 per case attorneys are being paid for 2010). Of course this would only be realized if case appointments continued at the average rate for the first six months of the year. Many factors, all of which are impossible to plan for, may impact this rate of appointment and may substantially increase or decrease this surplus.

Summary: Caseload forecasts, as of June 30, 2010, call for a budget surplus of \$18,590 for the District Court legal services line item.

RECENT DEVELOPMENTS

Need for Walk-in Arraignment Representation This topic was first discussed during the beginning of 2009 workshop. At that time, there was a lack of representation at both in-custody and walk-in arraignment dockets in District Court. While the focus over the last year has been the implementation and fine-tuning of the In Custody Representation Program, it is now becoming quite apparent that the need for representation at walk-in arraignments is high.

A recent immigration law case from the US Supreme Court, *Padilla vs. Kentucky*, which will be discussed further below, has made pleas entered without adequate knowledge of immigration consequences subject to withdrawal. Furthermore, our observation of actual walk-in arraignment dockets shows that there is often a significant amount of prosecutor to defendant interaction in the process of attempts at early resolution. While early resolution at these dockets is to be encouraged and is in fact crucial to continuing to have a manageable caseload³, this level of interaction and discussion between prosecutors and defendants, who often may not fully understand a prosecutor’s role, and more importantly often will not understand the collateral

² This is calculated based on an estimate of Benton County cases accounting for 30% of the system-wide jail usage for District Court cases.

³ A rough estimate is that 35-40% of all filed cases are resolved at walk-in arraignments. If these cases were not so resolved, the pre-trial caseload would increase by this amount, making District Court defense costs prohibitive.

consequences⁴ gives rise to the very real potential of uninformed guilty pleas and the accompanying logistical and liability ramifications. Furthermore, based on a recent study conducted by the State of Washington Office of Public Defense and anecdotal accounts from other jurisdictions, it appears that the majority of jurisdictions statewide either have representation at walk-in arraignment already, or are the process of arranging such representation.

The addition of walk-in arraignment duties to existing contracts is estimated to cost \$11,700 for the remainder of the year, and \$23,400⁵ per year after that. Of course, this cost would be shared between Benton County and the cities of Kennewick, Richland, West Richland and Prosser in proportion to their legal services billing percentages⁶.

Summary: For a number of reasons including liability protection, it is essential to start staffing walk-in arraignments immediately. The cost of this will be approximately \$11,700 for the remainder of 2010 and \$23,400 for 2011 –2013 systemwide.

Interlocal Agreement with Cities Finishing up on a project from last year, the interlocal agreement formalizing the arrangement by which Benton County provides indigent defense services to the cities of Kennewick, Richland, West Richland and Prosser has now been fully executed by all the cities. The process of providing services to these cities and billing them for these services, including the 5% administrative fee, has gone very smoothly. I have scheduled information sharing meetings with the City Prosecutors on a regular basis to discuss issues to do with the provision of indigent defense services and all of these meetings have been very fruitful.

Summary: All interlocal agreements for indigent defense services have been signed.

Contract Compliance A number of key contract provisions: caseload reports, private practice reports, CLE compliance, insurance compliance – have been designated as critical compliance provisions. As such, special emphasis has been placed on ensuring that all attorneys have maintained compliance. Under the oversight of Office Manager Denise Gerry, who has done a truly effective and thorough job in this regard, all District Court attorneys are now in on-going compliance with all critical compliance provisions. Furthermore, a system of compliance enforcement whereby 30 days grace period is given for provisions other than insurance compliance and 10 days grace period is given for insurance compliance⁷

FINANCIALS

⁴ In addition to immigration consequences, which are often very hard to decipher, defendants who plead guilty may also face student loan consequences, job loss or exclusion consequences, or may have their criminal convictions used against them in other civil proceedings such as divorce or child custody proceedings.

⁵ This is based on compensating attorneys who attend the docket as if they had attended half a day of trial at the trial per diem rate of \$150 for half days. Since three attorneys are needed every Friday to cover the dockets not currently already being covered by staff attorneys (Kennewick, Richland and Prosser) the rate per week for this coverage is \$450. This method of compensation was selected instead of additional monthly compensation, even for the new contracts to be executed, because of the ability to compensate in a very precise manner – only those who actually attend walk-in dockets actually get paid, and no-one gets paid extra for not doing extra work.

⁶ In 2009 Benton County's share of the costs was 47.7%. This share is anticipated to decrease in 2011.

⁷ This office's official policy, stated in

Billings from 2009 As reported in this office's Q1 report and 2009 recap, a number of factors increased the 2009 caseload overages beyond what was budgeted and anticipated, resulting in a number of cases being individually billed to this office in 2010. The total of these 2009 overage cases billed in 2010 is approximately \$56,000. This will, of course, have a negative impact on the 2010 budget that will offset the benefits of the caseload forecast running under budget.

Summary: Billings for overages from 2009 will impact the 2010 budget in the amount of an approximately \$56,000 deficit.

Legal Services Line Item As reported above, this line item appears to be running slightly below budget. If case appointments continue at its current rate, a budget surplus of approximately \$18,000 is possible.

Summary: Extrapolating first-half case appointments for the remainder of the year produces a budget surplus of approximately \$18,000. This is subject to substantial fluctuation depending on actual case appointments for the second-half.

Walk-in Arraignment Coverage. As reported above, it is necessary to start staffing the walk-in arraignment docket with defense counsel for liability and other reasons. The estimated cost for the remainder of the year to provide this service is \$11,700.

Summary: Staffing of walk-in arraignment dockets is necessary and will cost \$11,700 for the remainder of 2010.

FINANCIALS SUMMARY FOR DISTRICT COURT DEFENSE: A BUDGET SUPPLEMENT OF APPROXIMATELY \$49,700 WILL BE REQUESTED TO FUND DISTRICT COURT DEFENSE FOR THE REMAINDER OF THE YEAR.

DISTRICT COURT CONTRACT NEGOTIATIONS

The contracts with District Court defenders expire on December 31, 2010. The process of renewing these contracts has, for the first time, included substantial participation by City officials (City Managers and City Finance Managers) and is about to be fully concluded.

Existing Contract – Facts and Figures

The existing contract staffing level is as follows:

Compliance team	3 contract attorneys
Kennewick docket	5 contract attorneys
Richland docket	3 contract attorneys
Prosser docket	1 contract attorney
<u>W Richland</u>	<u>Combined with WSP</u>

TOTAL

12 contract attorneys⁸

The existing contract provides compensation and caps as follows:

Compensation:	\$60,852
Case cap:	360 cases

New Contract 2011-2013 – Facts and Figures

The staffing for the new contract is as follows:

Compliance team	3 contract attorneys
Kennewick docket	4 contract attorneys
Richland docket	3 contract attorneys
Prosser docket	1 contract attorney
<u>W Richland</u>	<u>Combined with WSP</u>
TOTAL	11 contract attorneys

This represents a reduction of one contract. Caseload volumes are estimated to require 12 contracts but, as with the 2010 budget, while this office will request funding for 12 contracts, it will leave one contract slot unfilled in order to allow for fine-tuning of resource needs.

The new contract provides compensation and caps as follows:

Compensation:	\$6,433
Case cap:	390 cases

This increases the monthly compensation to attorneys (which has been a request) but increases the case cap. The result is a net decrease in per-case fees resulting in a small savings.

The new contract also requires the contract attorneys to provide coverage for walk-in arraignments. This will be accomplished and compensated on a per-docket or per-week⁹ basis and is estimated to cost no more than \$23,400 for the year.

Attorneys have been notified of the terms of this renewal contract and, as of the date of this report, about half have already expressed interest in renewing their contract on these terms. I have provided a firm deadline of July 16, 2010 by which to provide this office with written notice of desire to renew and I fully expect that all of the current contractors will want to renew. This, of course, leaves us with the decision of which attorney to deny renewal to. We plan to

⁸ While only 12 contracts were let, the actual caseload needs require closer to 13 contracts and the 2010 budget provides for 13 contracts. The remaining contract slot was deliberately left unfilled to allow for fine-tuning of caseload coverage without paying a contractor for taking less cases than their cap.

⁹ Walk-in arraignments are currently only held on Fridays. With arraignments only on Fridays, a per-docket compensation fee makes sense since 3 contract attorneys would be necessary to cover walk-in arraignments each Friday. District Court is, however, moving toward arraignments for a smaller amount of time, on one consolidated docket, every day of the week. This would require less coverage, and a weekly rate would be appropriate since one attorney can be designated each week to cover all of the morning arraignments.

make this decision based on merit factors (contract performance, contract compliance, administrative difficulties etc) instead of on seniority, as has been the case in the past.

SPECIAL FINANCIAL ANALYSIS – Staff Attorney Program

Savings from Staff Attorneys During this office’s Q1 presentation to the Board of Commissioners, the question of financial savings from the implementation of the staff attorney program was raised. The following is the best estimate of cost savings realized as a result of implementation of the Staff Attorney program.

Key Facts & Figures:

Staff Attorney duties:	“Standard” pre-trial caseload; RALJ Appeals; weekly “fail to pay fine” dockets; Friday walk-in arraignment dockets
Program inception:	July, 2010
Number of Staff Attorneys:	2
Staff Attorney salaries ('09):	\$60,666 ¹⁰
Staff Attorney salaries ('10):	\$121,332
Overhead ¹¹ :	\$2,950
Pre-trial dockets staffed	2
2009 contract \$/case	\$161
2010 contract \$/case	\$169
2009 cases handled	906 ¹²
2010 cases handled	491
Number of appeals handled	8
Cost per arraignment docket	\$150
Cost per “fine” docket	\$150
Staff Attorney costs for 2009: (second half only)	\$58,847 <u>\$1,475</u>
TOTAL	\$60,322
Staff Attorney costs for 2010 ¹³ : (first half only)	\$60,666 <u>\$1,475</u>
TOTAL:	\$62,141

¹⁰ This figure, as well as the one state for 2010, include the cost of benefits.

¹¹ Figure stated for overhead does not include one-time capital costs needed for office renovation, depreciable assets, or the salary and benefits of the Office Manager who provides substantial assistance to them. For the latter, this exclusion is due to the fact that the Office Manager position is separately funded and would exist in this office regardless of whether the Staff Attorney program was in place. This figure does include association dues, training, office supplies, and usage fees for electronic case management.

¹² This figure represents cases handled *only* in the second half of the year since the beginning of the Program. This figure is exceptionally high since Staff Attorney Alex Sheridan had to take over the caseload of attorney Peyman Younesi and Mr. Younesi’s caseload had a few hundred unresolved cases.

¹³ Costs are estimated for CY 2010 until the end of June, so 50% of most cost figures are utilized.

TOTAL to-date COSTS	\$122,463
Staff Attorney savings for 2009:	\$145,866 (contract cost of pre-trial cases handled)
	\$7,800 (cost of covering arraignment dockets ¹⁴)
	<u>\$3,900 (cost of fine docket coverage¹⁵)</u>
TOTAL:	\$157,566
Staff Attorney savings for 2010:	\$82,979 (contract cost of pre-trial cases handled)
	\$4,000 (contract cost of RALJ appeals handled ¹⁶)
	\$7,800 (cost of covering arraignment dockets)
	<u>\$3,900 (cost of fine docket coverage)</u>
TOTAL:	\$98,679
TOTAL to-date SAVINGS	\$256,245

Summary: Not including one-time costs and cost share of this office's Office Manager, the Staff Attorney Program has cost \$122,463 since inception. During this same period of time, the Staff Attorneys have done work that would have cost \$256,245 if it had been done by contract attorneys. This works out to a benefit-to-cost ratio of over 200%!

BENTON COUNTY SUPERIOR COURT

ROUTINE OPERATIONS

Routine operations in Benton County Superior Court have been very routine. Caseloads are well within capacity and usage of investigators and experts for *routine* cases are lower than average and well within budget. A summary of major aspects of routine operations follows:

Staffing Benton County Superior Court continues to be staffed by 9 full contracts and one half contract. There were some changes on this panel worthy of mention:

- Attorney Tonya Corsi's contract was terminated near the beginning of the year by Benton County pursuant to the 90 day "no cause" provision of her contract
- After a RFQ process, attorney Richard Johnston was offered the open contract slot
- Attorney Bob Thompson voluntarily terminated his contract and assumed Shawn Sant's contract in Franklin County. Shawn Sant contemporaneously terminated his Franklin County contract and assumed Bob Thompson's Benton County contract.

¹⁴ This is based on the arrangement with contract attorneys for the remainder of 2010 and for the 2011-2013 contract period whereby they would be paid the sum of \$150 per arraignment docket covered).

¹⁵ The "fine" docket takes place every week and requires one staff attorney to cover. The calculation for the savings on this docket

¹⁶ For ease of calculations, all RALJ appeals handled since the start of the program were calculated as if they occurred in 2010 which, in virtually all cases, is when most of the work on them took place.

The staffing changes described above were accomplished with little to no impact on caseloads, dockets and case credit calculations.

Caseloads

Caseloads for Superior Court attorneys for the first half of the year were below the available capacity of the attorneys. For the period ending May 31, 2010¹⁷ the total appointed caseload was **520.5 cases**. The available capacity for this period of time was **593.75 cases**. This represented a total caseload of just 88% of capacity. While this is not an underutilization that is so substantial as to cause alarm, once full year numbers are available, the option of reducing the staffing by 0.5 contracts to 9.0 may be explored.

Summary: Caseload year-to-date as of May 31, 2010 was only at 88% of available caseload capacity.

MISCELLANEOUS PROFESSIONAL SERVICES

This line item covers services other than contract attorney services necessary for the defense of criminal cases. These services include, but are not limited to, investigative services, expert services, medical records, and transcription services.

Update on Investigative Services Change As you may recall, a major change in the allocation of investigative services to cases was implemented starting September 1, 2009. Previous to this date, attorneys were free to select investigators of their own choice and there were no contracts with investigators. The result was that the investigators would often be the ones deciding when and how much investigation was necessary, and, since there was no contract in place, the County was required to pay the going rates of the investigators, whatever they may be.

Following an RFP process, four investigators were selected to be the exclusive investigators for Benton and Franklin County Superior Court cases and contracts were signed with all four. This not only provided the County with substantially more favorable rates, but it also placed the responsibility to review cases and decide about necessity of investigation back on attorneys.

This change has resulted in substantial cost savings as detailed in the 2009 annual report, and has also kept the average investigator appointments per month at a lower rate, suggesting that previous practice of allowing investigators to decide when and how much investigation was necessary was artificially inflating investigation costs. By way of metrics, the average monthly investigator appointment rate for the six months prior to September 1, 2010 was slightly over 12. By comparison, the average monthly investigator appointment rate for the period of time since September 1, 2010 is only 10 and trending lower. This represents a reduction of approximately 17%. When combined with the 27% lower hourly rate and 67% lower subpoena service rate, this program has produced some substantial cost efficiencies.

¹⁷Not all attorneys have submitted their June reports yet – they have until July 15 – so accurate June figures are not yet available.

Summary: *The change to a contract-investigator system has resulted in substantial efficiencies. The rate of appointments have dropped about 17%, hourly rates are 27% lower and subpoena service rates are 67% lower.*

JUVENILE DIVISION

This office, in consultation with the County Administrator's Office, is planning on taking over limited contract oversight of the attorneys contracted to provide defense services in the Juvenile Division of the Benton-Franklin Superior Court. The duties associated with this office will be limited to contract compliance enforcement, budgeting for the required contracts, and management of miscellaneous professional services (mostly experts and investigators) associated with the defense of cases. The Juvenile Justice Center will continue to manage and report caseloads, and oversee appointments of cases and other day-to-day functions. A memorandum of understanding will be executed detailing the precise division of duties between this office and the Juvenile Justice Center. Further details will be reported as they develop.

EXTRAORDINARY CASES

This year, the only case that meets the criteria to be an "extraordinary case" is *State v. Sisouvanh*. This case continued to be pending trial for the year thus far, and is tentatively scheduled for a September, 2010 trial date.

This case has been a resource intensive case both because of the facts and gravity of charges, and the different distinct pre-trial stages. This case has proceeded through essentially the following broad categories, each requiring substantial use of attorney, expert, and court resources:

Death penalty mitigation

During this stage, which pre-dated the prosecutor's death penalty decision, the defense team, with the assistance of many experts, prepared a "package" or set of reasons why the death penalty should not be sought in this case. Also attendant in the cost of this stage was the need to utilize the services of a "death-penalty qualified" attorney. Since there are no attorneys in the local area with such qualifications, the services of Michael Iaria, an attorney from Seattle, were utilized.

RCW 10.77 Competency Determination

After the prosecutor made the decision to not seek the death penalty in this case, court proceedings, and therefore defense activities, focused on a determination of whether the defendant is competent to stand trial. This phase again required substantial use of attorney and expert services from the defense team. The Court found the defendant competent to stand trial on --- and a trial on this matter has been scheduled for September, 2010.

Preparation for trial

At the time of the writing of this report, the defense team is busy preparing for a very probable trial in September, 2010. As with other stages of this case, this has proven to also be time and resource intensive. To preserve the integrity of the trial strategy and

privileged material, no further details will be provided about the preparations being made at this time.

Financial Expenditure Year-to-date

A summary for 2010 expenditures to-date is as follows:

Attorney fees	\$118,352
Expert fees	\$35,247
Investigator expenses	\$6,472
Miscellaneous expenses ¹⁸	<u>\$5,686</u>
TOTAL	\$165,757

Budget for Trial

This office will be meeting with the defense team within the next two weeks to develop a trial budget. Once more information in that regard is available, it will be reported to the County Administrator's Office and to the Board for budgeting and supplemental appropriation purposes.

FINANCES

Contract Service The expenditure year-to-date (as of June 30, 2010) for the Contract Professional Service line item is virtually exactly as budgeted, at 49.73% used. There remains a \$10,000 surplus in this line-item to be used for trial per-diems. Unless trial volumes significantly spike during the remainder of the year, this line item should complete the year as budgeted.

Miscellaneous Professional Services: This line item has been very substantially depleted. This is because: 1) all expenses for the *Sisouvanh* case have been paid out of this line item; and 2) compensation for Ssexually Violent Predator ("SVP") cases have been paid out of this line item pending reimbursement from the State (see SVP section under **NEW PROGRAMS** below).

This line item currently has a **cash balance of \$18,950**. After current encumbrances (which have not been billed yet¹⁹) the **fully encumbered balance is \$-40,316.98**. We plan to continue to fund this line item with a line item transfer from the contract professional services line item in order to tide this line item over until a supplemental request can be presented in September, 2010.

The supplemental request in September, 2010 will also include a request for funds to cover the likely cost of the *Sisouvanh* trial. By September, we will not only know whether the trial is

¹⁸This category of expenses includes lab tests, transcription services, accommodations and other expenses that do not constitute expert, investigator or attorney expenses.

¹⁹Using Eden's purchase order system, we are able to track encumbrances based on pre-approval of miscellaneous professional services items. This gives us an idea of what amounts *will be billed within the next 60 days* but does not mean we have received the bills yet.

actually going to proceed or not (and therefore whether the funds will actually be needed) but will have a more realistic idea of the trial budget.

SUPERIOR COURT FINANCIALS SUMMARY: A BUDGET SUPPLEMENT WILL BE REQUESTED LATER IN THE YEAR TO COVER THE MISCELLANEOUS PROFESSIONAL SERVICES LINE ITEM. THE AMOUNT IS YET TO BE DETERMINED, BUT IS LIKELY TO BE SUBSTANTIAL IN LIGHT OF THE PENDING TRIAL IN *STATE V. SISOUVANH*.

NEW PROGRAMS

10.77 Reimbursement Program In 2009, while conducting research into statutes governing defendant competency and insanity evaluations pursuant to RCW 10.77 in order to formulate policies about such processes, I discovered that the costs for defense competency evaluations are statutorily subject to reimbursement by DSHS. Further research revealed that the past practice in my office was to simply incur the cost of such evaluations utilizing extremely highly paid local practitioners²⁰ without seeking any reimbursement from DSHS.

In light of those findings, I immediately implemented a new policy pertaining to RCW 10.77 competency evaluations. The two key aspects of this policy are 1) attorneys continue to be free to select the competency evaluation professional of their choice, but fees are limited to \$2,000; 2) all competency evaluation fee payments are either paid by this office and submitted for reimbursement by DSHS, or (preferably) submitted directly to DSHS for payment²¹.

Finally, with the assistance of my Office Manager, Denise Gerry, who has expended substantial efforts in this regard, we have been able to even find archived competency evaluation bills and submit them for reimbursement.

To-date, the reimbursement program has resulted in previously unrecovered reimbursement revenue (from 2008 and 2009 cases) in the amount of **\$10,578.63** including a very substantial recovery of \$5,587.63 on the *State v. Sisouvanh* case.

Summary: A new policy for competency evaluations has virtually eliminated the financial burden of these evaluations to Benton County. In addition to submitting new evaluations directly to DSHS in most instances, previously unreimbursed cases were also submitted for reimbursement, resulting in \$10,578.63 in reimbursement revenue for 2008 and 2009 cases.

²⁰ Rates for local practitioners run as high as \$3,000 to \$5,000. Records from previous years show that it was not unusual for such amounts to be paid for competency evaluations on routine cases. In comparison, many counties on the west side of the State impose strict limits of \$800-1,000 per evaluation. While such a limit is not realistic considering our lack of local practitioners (many western counties have a dearth of available practitioners) a limit of \$2,000 per evaluation has been implemented

²¹ While DSHS generally limits their reimbursement to \$800 per evaluation, they have discretion to approve higher amounts and our general lack of local practitioners and resultant need to utilize Yakima or Spokane practitioners has usually been sufficient to justify the higher amount.

Transcriptionist RFQ Recently this office advertised an RFQ for transcriptionists to provide services in support of the defense of cases. After interviews, which are planned for later in July, 2010, two contracts will be offered. As with investigator contracts, these contracts will only provide for assignment of cases on an as-needed basis. These two new contract awardees will also be the only persons or entities (other than official court reporters of the Superior Court) authorized to provide transcription services on court appointed cases.

This action was taken to change the long-standing practice of investigators and attorneys being free to select the transcriptionist of their choice and this office, and therefore the County, being at the whim of the selected service provider, their schedule and service quality level, and their fee charged. For example, currently transcriptionists charge up to \$9 per page transcribed for routine (ie non-rush) jobs. Respondents to the RFQ have proposed service rates of \$5 per page and lower on like jobs, providing a strong indication that this process will result in substantial savings²².

An RFP for transcription services was recently completed. Once this process is finalized two exclusive transcription services contracts will be awarded. Substantial benefits in the form of reduced rates and consistent quality of services are expected.

Sexually Violent Predator Cases Pursuant to RCW 71.09, Benton County has the obligation to provide appointed counsel to indigent persons subject to the sexually violent predator civil commitment process. This program, as with the oversight of miscellaneous professional services in criminal cases, was previously overseen by the Superior Court. In an effort to consolidate services, oversight of this program was transferred to this office as of March, 2010.

Program changes: The most important program change has been the implementation of contracts. Previously, case appointments on SVP cases were made court order without an underlying contract in place. As I have previously stated, I believe it is in the County's best interests to always have contracts in place with any attorney who is doing business with us. Accordingly, I have gone through a RFQ process, awarded two contracts, and am in the process of contract review and execution with these new contract awardees as well as the two existing attorneys who are already working on SVP cases. When the contracts are executed, SVP cases will be assigned to a panel of four attorneys on a rotating basis.

Financials: The funding of SVP cases is rather unusual. While the State, through DSHS does provide funding to defend SVP respondents²³ it is done on a reimbursement basis. Furthermore, Benton & Franklin Counties, recognizing the complexities in these cases, have, for the past few years, paid the lead attorney in these cases \$100 per hour, while only receiving \$85.65 per hour in reimbursement. In order to manage the funding of SVP case defense, Superior Court has historically been appropriated \$80,000 each budget cycle (an amount clearly insufficient for a year's worth of expenses) with the understanding that once this amount has been depleted, supplemental appropriations will be sought, but by then, reimbursements from DSHS will have been received to at least partially cover the appropriation. This office will continue to operate,

²² Each year many thousands of pages of transcripts are produced for defense counsel and investigators on appointed cases. These volumes are especially high when there are homicide cases – sometimes one homicide case will necessitate the transcribing of thousands of pages in itself.

²³ Since SVP cases are not criminal but rather are civil in nature, the persons subject to the proceedings are usually referred to as respondents, not defendants.

financial, in this same manner. As of the date of the writing of this report, \$27,898 in reimbursements have been received (with another \$14,996 billed but still outstanding). Counterbalancing these reimbursements are paid bills for 2010 that total \$44,317.86 to-date. *This office is planning to seek a supplemental appropriation to cover remaining SVP expenses for the year. The amount of that request, as well as updated information about reimbursement receipts, will be provided closer to the hearing date for the supplemental request.*

Summary: *This office now oversees a four-attorney panel responsible for representing persons subject to the Sexually Violent Predator civil commitment process.*

STRATEGIC PLAN PROGRESS SUMMARY

The following section details the progress toward completion of the goals identified in this office's 2010 Strategic Plan, presented to the Board near the beginning of the year.

1. Indigency Screening Report and Recommendations

Due date: June 30, 2010

Description: A report describing indigency screening system in place in all Benton & Franklin County courts, review best practices from across the State, and making recommendations on how to improve existing local systems.

Progress: **This strategic goal has been fully completed.** A report including recommendations follows the Q2 report presentation

2. Caseload Management for District Court

Due date: March 1, 2010 to utilize in auditing caseload reports submitted by Attorneys

What: A system of auditing and verifying attorney caseloads in District Court in as close to real-time as possible.

Progress: **This strategic goal has been fully completed.** A fully verified and reconciled caseload management system has been implemented and has been fully operational since February, 2010 under the oversight of Office Manager Denise Gerry. This system utilizes highly accurate data provided by District Court administration and cross-checks this data with attorney submitted reports and data in Judicial Information Systems ("JIS") through a custom-created in-house database. In fact, the data from this system has been utilized to provide the caseload forecasts reported earlier in this report.

3. Total Quality Management (Key Performance Measure tracking)

Due date: July 31 for internal KPMs; beginning of 2011 for contractor KPMs

What: Implementation and tracking of KPMs that directly show advancement of core values and mission. This is different than traditional measures of work and effort that may have consisted of data-driven factors that may or may not have aligned with mission and values.

Progress: **This strategic goal is still a work-in-progress.** Internal KPMs have been discussed numerous times with staff and will be a main focus of our July staff meeting with a goal of implementation of at least two KPMs by the July 31 due date. KPMs for Superior Court attorneys have been discussed with Judge Matheson, a work-group of Superior Court attorneys, and the prosecutors office within the framework of caseload management improvements. KPMs still need to be discussed with District Court contractors and Juvenile Court contractors.

4. In-House Training Program

Due date: December 31, 2010

What: At least six (6) training opportunities for public defense attorneys that should provide for Continuing Legal Education (“CLE”) credits and should advance the skills of the attorneys in their specific practice areas.

Progress: **This strategic goal is still a work-in-progress and is anticipated to be completed successfully.** This office has made the appropriate arrangements with the Washington State Bar to be a “fee free” sponsor of CLE activities. Two well attended CLE training opportunities have already been sponsored in May and June. Additional opportunities, including a joint training program with State OPD, a joint program with District Court, a DUII defense program with a local defense attorney, and a trial advocacy clinic, are already scheduled and will round out the year with the goal of 6 program for the year being accomplished.

5. Contract Compliance

Dues date: March 31, 2010

What: 100% contract compliance for all Critical Compliance Provisions (“CCPs”). These are: insurance provisions, CLE attendance and reporting, caseload reporting, private practice reporting.

Progress: **This strategic goal has been fully completed.** As of the writing of this report, all contract attorneys are in 100% compliance with their CCPs. Furthermore, a firm policy on the enforcement of CCPs has been written, promulgated, and published. This policy provides for limited grace periods (10 days for insurance provisions, 30 days on others) and immediate referral of contract for termination for non-compliance beyond these grace periods.

Benton & Franklin Counties Office of Public Defense

Best Practices for Indigency Screening *July, 2010*

EXECUTIVE SUMMARY

The Benton & Franklin Counties Office of Public Defense (“BFOPD”) recently concluded a study reviewing the indigency screening practices of Benton and Franklin County District and Superior Courts as compared to state-wide practices in the same regard. The purpose of this study was to determine whether there were any best practices that could be adopted locally to ensure that indigency screening is both proper and effective – proper, so as to protect the constitutional rights of defendants every step of the way, and effective so that only those that truly qualify are afforded publicly funded appointed counsel.

BFOPD's recommendations are as follows:

1. Ensure that every defendant who seeks court appointed counsel fills out an indigency screening form completely including the signing of the perjury statement.
2. Fashion the written indigency screening form after the latest exemplar promulgated by Washington State Office of Public Defense (copy attached as Exhibit A), or adopt the exemplar in its entirety.
3. Refrain from questioning defendants in such a way as to require them to provide financial information on the record (thus violating RCW 10.101.020(2)). Instead, if information is missing or incomplete, defendants should be advised that the missing or incomplete information must be provided in writing before appointment will be made.
4. Each entity that screens defendants for eligibility for appointed counsel should receive access to records necessary to verify provided information *on an as needed basis*.
5. Each entity that screens defendants for eligibility for appointed counsel should make a decision about eligibility for appointed counsel based on a combination of a standard percentage of the family-size-adjusted poverty guidelines as issued by the Administrative Office of the Courts (“AOC”) (eg. 125% of the poverty level), empirical data provided by the defendant as a “reason why they cannot otherwise afford counsel” and information about private retainer rates specific to the geographic area of the Court's jurisdiction (surveys for Benton and Franklin Counties are in progress and are anticipated to be available by early Fall);
6. Information about how to request court appointed counsel, as well as the benefits of court appointed counsel, should be readily available to the public.

STUDY DETAILS

Objectives

The objectives of this study are to make best practice regarding indigency screening in Benton & Franklin Counties so as to promote the protection of constitutional rights, fiscal responsibility and uniformity. In the State of Washington, as anywhere else in the US, criminal defendants have a constitutional right to court appointed counsel when they are unable to afford counsel themselves.

More specifically, this study evaluates current processes and makes recommendations for changes based on the following criteria:

- 1) Promptness of appointments – how quickly are qualified defendants provided access to appointed counsel? Prompt access to counsel not only protects the constitutional rights of defendants, but has also been repeatedly shown to dramatically increase the chances of early resolution of cases with reduced resource impacts on the court system, prosecutors, and defense attorneys.
- 2) Effectiveness – how effective is the screening process at ensuring that only those who legitimately qualify as indigent or otherwise eligible, are appointed counsel? Obviously this is the fiscal litmus test of a screening system. To serve any purpose at all, a screening system must screen out defendants who do not qualify for appointed counsel. In this way, the screening system would protect not only the integrity of the legal system, but also the limited public resources that are expended in public defense.
- 3) Efficiency - does the screening process represent an efficient use of resources?
- 4) Transparency – is the screening process easily understood by members of the public, especially defendants who are taking part in the process? Can defendants easily obtain information about the process including how to request counsel later than arraignment or whether there is a way to appeal a denial of counsel?

METHODOLOGY

In arriving at the recommendations stated at the conclusion of this study, the BFOPD engaged in the following:

- 1) Interviewed key decision makers at District and Superior Courts in Benton and Franklin Counties, and observed arraignment proceedings to gain an understanding of the process as it exists at the various courts
- 2) Consulted with personnel from the Washington State Office Of Public Defense ("State OPD") and judicial, screening, and indigent defense coordinating personnel from across the state at two different "summits" to learn about issues and best practices from other Washington jurisdictions.
- 3) Conducted in-depth research into the statutes, court rules and case law pertaining to the subject of indigence screening
- 4) In the process of obtaining data from local private defense counsel in order to formulate a retainer schedule for use in assisting screening decision makers (estimated completion

scheduled for September, 2010)

FINDINGS ABOUT EXISTING SYSTEM

1) Franklin County District Court

Process:

Of the jurisdictions surveyed, Franklin County District Court had by far the most comprehensive screening process. In Franklin County District Court, defendants can request indigent defense counsel as early as the arraignment process. Once they make the request, they are provided with an exact copy of the State Office of Public Defense produced and recommended indigency screening form. Defendants are directed to bring the screening form home, fill it out entirely and bring satisfactory proof of income or, if applicable, proof that they are a recipient of social services that result in automatic qualification (Social Security Disability benefits, food stamps, etc) the next day. The first pretrial appearance after arraignments are set out three weeks in order to accommodate the slightly lengthened screening process.

When defendants return with their completed screening form and supporting documents, they are directed to report to the front counter of the District Court administrative offices where court staff members assist them. Utilizing uniform criteria, District Court staff members are authorized to make screening decisions and will appoint counsel to eligible defendants and provide them with contact information for the appointed attorney. Cases requiring additional scrutiny or where unusual factors are involved, are referred to the District Court Administrator for further action and decision. Once appointments are made, the completed screening forms are filed and properly regarded as confidential documents pursuant to RCW 10.101.

Standard:

Franklin County District Court staff members utilize a combination of 125% of the poverty level and discretionary factors based on RCW 10.101.020 to make screening decisions. No retainer survey has been conducted and it is unclear whether staff members have good knowledge of local retainer rates in the community.

Data verification:

Franklin County District Court utilizes a comprehensive data verification system utilizing pay stubs, copies of tax returns, written verification of social assistance, and third-party statements. However, on specific questionable cases, Franklin County District Court does not have ready access to any investigative database access or any other pre-established means by which to verify financial and identity information provided by defendants.

2) Benton County District Court

Process:

Benton County District Court conducts screenings and makes appointments directly by judges in court at arraignment. Defendants who desire appointed counsel usually are required to make such a request at the time of their arraignment (although if they initially decline there is usually opportunity to make a request later). Upon request, the court clerk provides defendants with an

indigency screening form to fill out. The indigency screening form utilized by Benton County District Court is produced by the court and exclusive to that jurisdiction.

Defendants are directed to fill out the indigency screening form in court and present it to the presiding Judge when their case is called. With the exception of certified interpreters who assist those who do not speak English, it does not appear that there is any assistance for defendants as they fill out the screening forms.

When Defendants have completed their indigency screening form, they provide the form directly to the presiding Judge who, after reviewing the form, will make an appointment decision from the bench on the record. The defendant is then provided with contact information for the appointed attorney. When the screening form is incomplete or the presiding Judge otherwise has a need for further supplemental information by which to base the screening decision, those questions are posed to the defendant by the Judge in open court and on the record. It appears that this interchange happens on a regular basis. Once appointments have been made, the completed screening forms are filed and are properly regarded as confidential pursuant to RCW 10.101.

Standard:

Benton County District Court Judges utilize a combination of 125% of poverty guidelines and discretionary factors based on RCW 10.101.020 to make screening decisions. No retainer survey has been conducted but District Court Judges generally have a good understanding of the regular retainer rates in the community.

Data Verification:

Information provided in writing on screening forms and verbally on the record by the defendant are apparently accepted at face value with no further verification being done. Furthermore, Benton County District Court does not appear to have investigative database access or any other pre-established means by which to verify financial and identity information provided by defendants.

3) Benton & Franklin Counties Superior Court

Process:

The Benton & Franklin Counties Superior Court (“Superior Court”) conducts screenings and makes appointments directly by Judges in court at arraignment. Defendants who desire appointed counsel usually are required to make such a request at the time of their arraignment (although if they initially decline there is usually opportunity to make a request later). Upon request, the defendant is provided with an indigency screening form to fill out. The indigency screening form utilized by Superior Court is an exact copy of the State Office of Public Defense produced and recommended indigency screening form. Other than certified interpreters for those defendants who do not speak English, there does not appear to be any assistance for defendants as they fill out their screening forms.

When Defendants have completed their indigency screening form, they provide the form directly to the presiding Judge who, after reviewing the form, will make an appointment decision from the bench on the record. The defendant is then provided with contact information for the

appointed attorney. When the screening form is incomplete or the presiding Judge otherwise has a need for further supplemental information by which to base the screening decision, those questions are posed to the defendant by the Judge in open court and on the record. It appears that this interchange happens on a regular basis. Once appointments have been made, the completed screening forms are filed by Superior Court Administration in Benton County, and the Superior Court Clerk's Office in Franklin County, and are properly regarded as confidential pursuant to RCW 10.101.

Standard:

Judges make screening decisions almost completely based on discretionary factors while being mindful of the requirements of RCW 10.101.020. The 125% of poverty guidelines were not actively utilized at the time of writing this report, but plans apparently are in place to start doing so. No retainer survey has been conducted although the Judges do have pretty good knowledge of local retainer rates.

Data Verification:

Information provided in writing on screening forms and verbally on the record by the defendant are apparently accepted at face value with no further verification being done. Furthermore, Superior Court does not appear to have investigative database access or any other pre-established means by which to verify financial and identity information provided by defendants.

OTHER SYSTEMS STATE-WIDE

In studying other screening systems across the State, the following observations were made:

- 1) **In the majority of the jurisdictions, screening is done by judicial personnel.** In fact, the statute, RCW 10.101.020, contemplates judicial screening absent a specific delegation of this authority. In the jurisdictions where screening is not done by judicial personnel, it is accomplished by separate screening agencies (often called "pre-trial services"), sometimes with the assistance of Sheriff's Office personnel. I was unable to locate any jurisdictions where the screening process was handled by the Office of Public Defense¹.
- 2) **Other jurisdictions use many different ways to recoup costs from applicants.** This includes the use of application fees, and the requirement that those who are "indigent but able to contribute"² either pay a contribution up front or execute a promissory note in the amount of the contribution up front.
- 3) **Jurisdictions utilizing cost recoupment mechanisms do not recoup much of the cost of indigent defense.** Jurisdictions utilizing application fees are required to have a mechanism by which "truly indigent" applicants can apply for a fee waiver. Jurisdictions requiring "indigent but able to contribute" applicants to sign an up-front promissory note usually don't have a mechanism by which to effectively collect on the promissory note. The combination of these two factors has effectively limited the revenue generating or

¹ For example, in Snohomish County, the Office of Assigned Counsel handles screening and other associated functions, and the Office of Public Defense actually provides counsel for those who are found to be eligible for appointed counsel.

² Applicants are considered "indigent but able to contribute" if they 1) qualify for appointed counsel; but 2) do have some liquid assets by which they can make some small contribution toward the cost of their court appointed counsel. The category of "indigent but able to contribute" is specifically recognized by RCW 10.101.020.

loss-limiting effect of these cost-recoupment mechanisms. In fact, none of the jurisdictions that I queried generated income from these measures that even came close to covering the costs of even the clerical staff that administered the measures.

- 4) **Most jurisdictions agree that the most effective screening mechanism is the use of pre-screening personnel to help ensure the proper and accurate completion of screening applications.** The pre-screening personnel currently in use generally assist applicants with the process of filling out indigency screening applications, check them for completion and obvious inaccuracies or inconsistencies, and then make a preliminary appointment recommendation before the form is provided to the person in charge of final appointment decisions (often judges).
- 5) **Most jurisdictions agree that the best cost and resources savings would be realized by early resolution and programs providing alternatives to incarceration.** The consensus amongst jurisdictions contacted is that additional screening is a low yield venture. Rather, the greatest savings in terms of costs as well as resources would come in the form of early resolution programs (thus saving court, prosecution and defense resources alike) and programs, such as diversion programs, that provide an alternative to incarceration for low level non-violent offenders.

SOLUTIONS CONSIDERED

1) **DMED** A solution offered by DMED Corporation was evaluated and considered for recommendation, and a representative from DMED Corporation was invited to present to Benton & Franklin County officials. The DMED solution essentially consisted of a means by which screening personnel would have full time access to DMED's electronic records database to assist them with the screening process. DMED's electronic records database apparently compiled records from a variety of sources including credit records, employment records, and social security records to provide information about a person's estimated income, assets, and access to credit. The premise advanced by DMED was that this information would be able to greatly assist screening personnel in screening out applicants by denying counsel to those applicants who had incomes over 125% of the poverty level and/or those applicants who had access to credit sufficient to cover the cost of counsel.

Benefits:

DMED did utilize live data from Franklin County to perform a demonstration of their product. Following the input of live data, DMED reported that utilization of its product would have resulted in the screening out of less than 10% of these people (who had been actually appointed counsel). Unfortunately the methodology underlying the demonstration was faulty in that it did not take into account Washington State law. Washington State law does not allow the screening of indigent defense counsel applicants based solely on a financial threshold (such as the commonly used 125% of poverty). Rather, the law³ requires courts to also consider subjective factors that include the inability of the applicant to pay the retainer commonly charged by attorneys in the area. As such, many of the people reported by the DMED study as people who should have been screened out, may actually still qualify for counsel under Washington State law if they could not be reasonably expected to pay typical retainer rates. Furthermore, it is highly questionable whether the law allows for a denial of counsel based solely on a defendant's

³ See RCW 10.101 *et seq*

available credit. In sum, the utility of the solution offered by DMED appears to be quite limited.

Cost:

DMED's solution came with a significant price tag: \$12,000 setup fee (probably split between the Counties) and an on-going charge of \$6 per application. Applied to Benton County's District and Superior Court caseload and assuming a 75%/25% split of the setup fee, this amounted to:

$$\$9,000 \text{ (setup)} + 4,285 \times \$6 \text{ (cases in District)} + 1,226 \times \$6 \text{ (cases in Superior)} = \$42,066 \text{ (1st year)}$$

Furthermore, since there is no verification currently being done on screening applications, personnel would have to be added at both the District Court and Superior Court levels in order to enter the data into the DMED system, review the data, and incorporate into the screening process. Considering the volume of cases, that breaks down to 83 cases per week in District Court and 24 cases per week in Superior Court, the addition of one full-time staff member (between the two courts) would probably be necessary to implement this program.

Financial Analysis:

As such, the total cost of implementing the DMED program would be (first year):

\$9,000	Setup fee
\$25,710	District Court usage fees
\$7,356	Superior Court usage fees
<u>\$40,000</u>	<u>Additional staff⁴</u>
\$82,066	

Defense attorneys are currently paid \$169 per case in District Court and \$536.63 per case in Superior Court. At those rates, if costs were split evenly between the two courts, the DMED screening tool would have to result in the screening out of the following number of cases in order to break even:

243 cases/5.7% (District Court)

77 cases/ 6.3% (Superior Court)

It is questionable whether use of the DMED tool would yield these levels of screen-outs above and beyond what could be accomplished simply by use of some of the other conventional methods recommended herein. Furthermore, it is worth noting that a number of jurisdictions contacted had also evaluated DMED's services and, after their own internal financial analysis, found the service to be too expensive and without sufficient benefit to utilize. In fact, DMED was dropped from NACO's vendor list in 2009 – a move that was made apparently on the basis of lack of interest in the indigency screening services they offered.

Considering the large financial impact, the uncertainty of recouping such costs through reduced appointments, and the questionable utility of this solution, OPD does not recommend that Benton County proceed with implementing the DMED solution.

2) Screening Fee A number of jurisdictions across the State charge a screening fee to all defendants seeking court appointed counsel. The purpose of this screening fee is to reimburse

⁴ This estimate is based on a Courthouse union Grade 6 Step 1 salary with 33% additional for benefits.

the agency conducting the screening for the costs associated thereto. The screening fees charged range from \$10 to \$20 in most instances. In order to continue to comport with State Laws and cases pertaining to the appointment of counsel to those who are truly indigent, any screening fee system must have a mechanism by which those who are completely and truly indigent may apply for a fee waiver.

Benefits:

Some jurisdictions have reported that their systems of charging a screening fee seem to work well. Jurisdictions like the revenue (while small) that comes from such a fee that can be used to reimburse some of the costs of screening. Furthermore, some jurisdictions feel that the screening fee system makes the system more “fair” in that the people (defendants) wanting the service (screening) have to pay some fee for it.

Cost:

Most of the costs of a screening fee system would be the logistical costs involved in collecting the fees and administering the fee waiver system (which could be substantial since by definition, only people who consider themselves “indigent” would be applying for court appointed counsel). In District Court, this cost is estimated at ½ FTE while in Superior Court, it is estimated at ½ FTE for the Administrator’s Office and ¼ FTE to the Clerk’s Office⁵.

Financial Analysis:

The cost of implementing a screening fee is estimated to be:

District Court:	½ FTE or approximately \$20,000
Superior Court:	½ FTE or approximately \$20,000
Superior Court Clerk:	¼ FTE or approximately \$10,000
TOTAL	\$50,000

The potential revenue for such a system could be⁶:

District Court:	3,642 cases x \$10 per case = \$36,420.00
	<i>(Note that revenue for District Court would have to be shared with the</i>
<i>Cities</i>	<i>of Kennewick, Richland, West Richland and Prosser. Accordingly, the</i>
<i>County’s</i>	<i>share of this revenue would be less than half of the \$36,420 projected.)</i>
Superior Court:	1,042 cases x \$20 per case = \$20,840.00
TOTAL	\$39,100
NET REVENUE	(\$10,900)

⁵ The services of both the Clerk’s Office and Superior Court Administration are necessary since Superior Court Administration, which would have to screen, impose promissory notes and enforce payment, does not have cashiers. The intake of cash would have to occur at the Clerk’s Office which would have to reconcile and coordinate these payments with the Superior Court Administrator’s Office.

⁶ This estimate assumes that 15% of applicants would be eligible for an application fee waiver.

Considering the cost-benefit analysis detailed above, the net benefit of implementing an application fee system is questionable. It should be noted that almost all jurisdictions that utilize this system already have a pre-existing screening office in place (such as the Office of Pre-trial Services in Pierce County or the Office of Assigned Counsel in Snohomish County) that would exist regardless of the cost-benefit analysis attributable to fee collection. It is quite apparent in these counties that if the existence of these separate offices were dependent upon their success in collection of fees, they would not be able to justify their existence.

3) Contribution Fees A few jurisdictions take advantage of the provisions in RCW 10.101.020 recognizing that some people are “indigent but able to contribute.” These jurisdictions establish income and asset thresholds above which applicants, while still eligible for court appointed counsel, are required to contribute some amount toward the cost thereof.

Benefits:

The benefits of this system is similar to that of a screening fee system. However, unlike a screening fee, which is paid up front, most jurisdictions utilize a promissory note for contribution fees. This creates a risk of non-payment and substantially decreases the utility of this type of a system.

Cost:

As with a screening fee system, most of the cost of this system would be the logistical costs involved in collecting on the required contribution whether applicants are required to pay immediately, or if they are allowed to sign a promissory note. However, there are significant additional costs that make a contribution fee system substantially more expensive than an application fee. This is because individual accounts and promissory notes would have to be monitored and referred for collection action if and when appropriate, and payments by promissory note holders would have to be tracked and credited to accounts – something that does not need to be done with the application fee process. For this reason, the cost to implement a contribution fee system is substantially higher than an application fee system and is estimated as follows: District Court: 1 FTE; Superior Court, ½ FTE, Superior Court Clerk, ½ FTE⁷

Financial Analysis:

The estimated cost of implementing a contribution fee system would be:

District Court:	1 FTE or \$40,000
Superior Court:	½ FTE or \$20,000
Superior Court Clerk:	½ FTE or \$20,000

TOTAL	\$80,000
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⁷ The services of both the Clerk’s Office and Superior Court Administration are necessary since Superior Court Administration, which would have to screen, impose promissory notes and enforce payment, does not have cashiers. The intake of cash would have to occur at the Clerk’s Office which would have to reconcile and coordinate these payments with the Superior Court Administrator’s Office.

The estimated potential revenue from such a system could be⁸:

District Court:	4,285 (cases) x 10% (able to contribute) x \$100 (contribution) = \$42,850 <i>Considering that defendants do not lose their court appointed attorney if they do not pay on their promissory notes, even a 50% recoupment rate on the promissory notes might be optimistic.</i>
Superior Court	1,226 (cases) x 5% (able to contribute ⁹) x \$250 (contribution) = \$15,325
TOTAL	\$58,175
NET REVENUE	(\$21,825)

Considering the cost-benefit analysis detailed above, the net benefit of implementing an “indigent but able to contribute” system is questionable. It should be noted that, as with application fees, almost all jurisdictions that utilize this system already have a pre-existing screening office in place (such as the Office of Pre-trial Services in Pierce County or the Office of Assigned Counsel in Snohomish County) that would exist regardless of the cost-benefit analysis attributable to fee collection. It is quite apparent in these counties that if the existence of these separate offices were dependent upon their success in collection of fees, they would not be able to justify their existence.

4) Retainer Survey Many jurisdictions utilize a local retainer survey as a tool to assist indigency screeners in making a determination as to whether applicants are in fact able to afford the cost of an attorney. In fact, the State Office of Public Defense recommends the use of such a survey as a best practice. It does not appear that such a survey has been conducted in the Benton/Franklin Counties legal community any time recently.

Benefits:

The primary benefit of conducting a retainer survey is that it enhances the ability of indigency screeners to make well supported and justifiable screening decisions. An additional benefit is that the availability of such a survey to screeners encourages uniformity amongst the courts and amongst individual judges within courts. A uniform screening system that enables well supported and justifiable screening decisions fosters confidence in the system by both the taxpaying public and the members of the public that might make use of the system. Such confidence also, as an added benefit, provides substantial liability protection to the County.

Cost:

The Office of Public Defense will be conducting a retainer survey in the second half of 2010 with the hopes of being able to provide the results, as a screening tool, by September, 2010. There will be no cost to the County for this survey.

⁸ These estimates are *very* rough estimates based on the experiences learned anecdotally of other jurisdictions in the State that utilize a contribution fee system. Actual revenue realized from such a system could be substantially more or less depending on a variety of factors including, but not limited to, actual demographics of applicants, collection and payment rates, and caseloads.

⁹ Because of the gravity of the crimes being charged in Superior Court, it is anticipated (and is the experience in many jurisdictions that utilize such a system) that the rate at which applicants are found to be “able to contribute” is much lower in Superior Court than in District Court.

5) Data Verification Process and Service Some jurisdictions have a system by which questionable screening application can be subject to additional verification. In order to facilitate this additional verification, they often have access to commercial data verification services that allow them to search public records on an individual basis (and thus pay for the service on an individual search basis). This type of a service is only utilized when there are specific articulable suspicions about the screening data provided by an individual. In order to avoid disparate treatment or equal protection challenges, guidelines should be in place to dictate when a case might be eligible for additional screening¹⁰.

Benefits:

The benefits of having a system of additional data verification, as well as the means by which to do so, are obvious. Not only would such a system ensure the accuracy of submitted information and therefore the integrity of the screening system as a whole, but if properly publicized, it would probably also dissuade people who might otherwise be inclined to cheat the system, from filing false applications.

Two recent cases have emphasized the benefits of a means by which to verify data on an individual case basis. In one case, the applicant was appointed counsel on the basis of submitted data only to be later quoted by the newspaper, during an interview for an article about the business that *he himself owned*, as essentially saying he had “more business than he knew what to do with.” In the other case, the applicant was also appointed counsel on the basis of submitted data only to be later found to be the owner of a trucking company with what appeared to be national contracts. In both of these cases, because of the lack of a procedure for conducting additional screening, as well as the lack of access to data verification services, it does not appear that any additional screening was conducted.

Costs:

A data verification system that is utilized and paid for on an individual search basis is substantially more cost efficient than a “complete” system, designed for screening every case, such as DMED’s solution.

Some useful data verification sources are free. These include the Benton County Assessor’s Office, the Washington Secretary of State’s Website (<http://www.secstate.wa.gov/corps/search.aspx>), Washington State Department of Licensing’s business licensing department (<http://www.dol.wa.gov/business/checkstatus.html>) and possibly the Department of Motor Vehicles. Furthermore, if the information on an applicant’s credit report would be of use, then the applicant can be required to obtain their own credit report, which they can do for free at www.annualcreditreport.com and return with it for screening purposes.

Other useful data verification sources (fee for service):

Choicepoint & Accurant (both apparently owned by Lexis Nexis now) – *price unknown*¹¹

¹⁰ Criteria could include an applicant whose clothing does not match with the stated income level, whose income level does not match the level of debt claimed to be serviced, or any other specified criteria.

6) Non-judicial Pre-screeners Some jurisdictions that have judicial screening utilize staff members to perform a pre-screening of applications before the applications are provided to the judges for a final screening decision. During the pre-screening process, the staff members assist applicants with accurately and properly completing the forms, and review the forms for inconsistencies or “red flags.” These staff members then utilize pre-set criteria to make a preliminary recommendation on each case prior to providing the application to a judge for a final appointment decision. This is the system that is in place State-wide in the State of Oregon and is regarded by many Washington jurisdictions contacted in the course of this study as the most effective screening mechanism. Of course most of these jurisdictions already have dedicated screeners that they can direct to these particular tasks. In the case of Benton County, where the benefits of such pre-screening (which is extremely difficult to quantify and which would greatly increase the time necessary to screen applicants) must be weighed against the costs of hiring new dedicated staff, the financial analysis does not bear out pre-screeners as a viable solution.

CONCLUSION & SOLUTIONS RECOMMENDED

In conclusion, it appears that indigency screening in Benton & Franklin Counties is: 1) done properly; 2) being done by the appropriate agencies; 3) relatively uniform and 4) in compliance with relevant statutes. While it is extremely difficult to quantify the effectiveness of the current systems in place, detailed financial analyses of most of the potential significant changes to the screening process show that they are not feasible.

In order to foster the highest level of uniformity, effectiveness, and transparency in the screening process, BFOPD recommends that the following changes be made and solutions be considered for implementation.

1. *Ensure that every defendant who seeks court appointed counsel fills out an indigency screening form completely including the signing of the perjury statement.* This should include inmates seeking counsel for a post-conviction procedure or appeal. The uniformity and transparency of a system where *everyone* is required to follow the same procedure should reduce the likelihood of claims of disparate treatment or violation of the Equal Protection clause.
2. *Fashion the written indigency screening form after the latest exemplar promulgated by Washington State Office of Public Defense (copy attached as Exhibit A), or adopt the exemplar in its entirety.*
3. *Refrain from questioning defendants in such a way as to require them to provide financial information on the record (thus violating RCW 10.101.020(2)). Instead, if information is missing or incomplete, defendants should be advised that the missing or incomplete information must be provided in writing before appointment will be made.* This is a recommendation made by the State Office of Public Defense. RCW 10.101.020(2) states, in relevant part: “Any information given by the accused under this section or sections shall be confidential.” It is apparently felt by some that even the practice of questioning defendants about incomplete sections of their screening questionnaires requires them to provide information that, by virtue of being on the

¹¹ A request for pricing was forwarded to LexisNexis prior to completion of this report. To-date, other than the email confirmation of the request, no pricing information has been received yet.

- record, is not afforded the confidentiality required of RCW 10.101.020(2).
4. *Each entity that screens defendants for eligibility for appointed counsel should receive access to records necessary to verify provided information on an as needed basis.* As shown above, the purchase and use of a commercial service to assist in the screening of every single application is neither time nor cost justified. However, it appears that with the data available without charge, a system can be established to provide for additional screening in cases that so justify.
 5. *Each entity that screens defendants for eligibility for appointed counsel should make a decision about eligibility for appointed counsel based on a combination of a standard percentage of the family-size-adjusted poverty guidelines as issued by the Federal Department of Health and Human Services (eg. 125% of the poverty level), empirical data provided by the defendant as a “reason why they cannot otherwise afford counsel” and information about private retainer rates specific to the geographic area of the Court's jurisdiction (surveys for Benton and Franklin Counties are in progress and are anticipated to be available by early Fall).* RCW 10.101.020(2) requires that indigency screening decisions take into account retainer fees for the type of case in question, as well as “any other circumstances presented to the court which are relevant to the issue of indigency.” Establishing a discretionary criteria system that is based on poverty guidelines, retainer rates and additional information about inability to pay fosters fairness, proper screening, and uniform treatment of defendant/applicants.
 6. *Information about how to request court appointed counsel, as well as the benefits of court appointed counsel, should be readily available to the public.* The process of applying for appointed counsel should be clear and easily understood by both members of the public who might need such counsel, and members of the public who provide the tax revenues to fund such counsel. Furthermore, for applicants who are denied counsel and who disagree with the decision, the process of seeking a reconsideration of the denial of counsel should also be clear and easily understood. BFOPD is working with the various Courts in Benton & Franklin County to create informational flyers to provide to the public containing this information. Once this project is completed, PDF versions of the flyers will also be posted on BFOPD's website.

Very truly yours,

Eric Hsu, Attorney at Law
Indigent Defense Coordinator

RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AUTHORIZING PURCHASES AS IDENTIFIED ON THE LETTER FROM THE TRIAL COURT IMPROVEMENT FUND COMMITTEE FOR EXPENDITURES TOTALING \$80,725.00, UTILIZING FUNDS FROM THE BENTON COUNTY TRIAL COURT IMPROVEMENT FUND

WHEREAS, the Benton County Board of Commissioners received a letter from the Trial Court Improvement Committee requesting authorization for expenditures totaling \$80,725.00; and

WHEREAS, Benton County District Court, Superior Court and the County Clerk desire to purchase equipment for their respective offices as identified on the attached letter; and

WHEREAS, the Board of Benton County Commissioners constitutes the legislative authority of Benton County and deems this to be in the best interest of the County;

NOW THEREFORE, BE IT RESOLVED that the Board of Benton County Commissioners hereby approves the purchases as identified on the attached letter from the Trial Court Improvement Fund Committee for expenditures totaling \$80,725.00, utilizing funds from the Trial Court Improvement Fund, 0156-101; and,

Dated this day of, 20

Chairman of the Board

Chairman Pro-Tem

Member

Attest:
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

ATTACHMENT "A"
***Benton County Trial Court Improvement
Committee***

Judge Terry Tanner
Judge Carrie Runge
Clerk Josie Delvin
Superior Court Administrator Pat Austin
District Court Administrator Jackie Lahtinen

July 20, 2010

Benton County Board of Commissioners
P.O. Box 1900
Prosser, WA 99350

Re: Trial Court Improvement Fund Expenditure Authorization

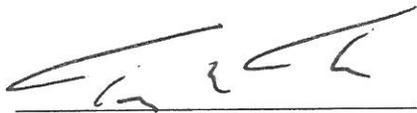
Dear Board of Commissioners:

The Trial Court Improvement Committee has reviewed and approved the following 2010 expenditure requests and agree the expenditures are in compliance with the Trial Court Improvement Fund guidelines as outlined by the Washington Administrative Office of the Courts.

Jury Management System 3rd of 4 annual installments	\$ 35,000
Upgrade Sound System in Courtrooms Superior Court #E & #F	\$ 26,045
Assistive Listening Devices for District Court #5, #6, Prosser	\$ 3,000
Interpreter Headsets/transmitters to be shared by the Courts	\$ 3,000
(3) Assistive Listening loop devices to be shared by the Courts	\$ 1,000
Workman's Comp/Insurance Management Costs for 2009	\$ 380
Travel/Training funds for Superior Court	\$ 1,000
(2) Liberty Licenses for Superior Court if Liberty Web unavailable	\$ 2,500
(5) Chairs for Superior Court – (3) judicial chairs, (1) staff chair, (1) court officer chair	\$ 3,500
(5) Cameras and headsets for webinars/meetings – (1) District Court, (2) Superior Court, (1) Juvenile Court, (1) Clerk	\$ 500
(1) FTR upgrade and video card for dual monitor for Juvenile Court digital recording	\$ 2,800
Prosser Clerk's Office Remodel for Clerk/District Court Shared space	\$ 2,000

Repair or replace sound system in Jail Courtroom and add FTR digital recording unit	\$ To be Determined
Build riser for judicial bench in Juvenile Court #2	\$ To be Determined
Replace microphones in Juvenile Courtroom #2	\$ To be Determined
Audio Visual equipment for courtrooms	<u>\$ To be Determined</u>
	\$ 80,725

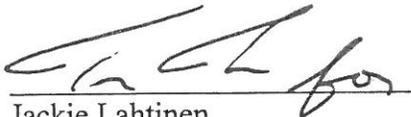
The Trial Court Improvement Committee recommends the Board of County Commissioners approve the above expenditures up to \$80,725.



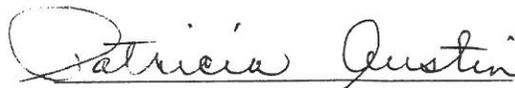
Judge Terry Tanner
Presiding Judge – District Court



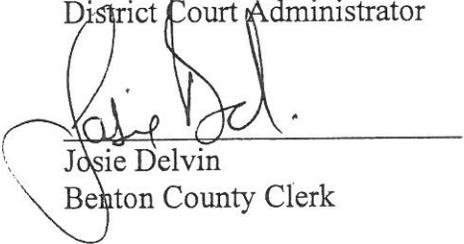
Judge Carrie Runge
Presiding Judge – Superior Court



Jackie Lahtinen
District Court Administrator



Patricia Austin
Superior Court Administrator



Josie Delvin
Benton County Clerk

BENTON COUNTY AGENDA ITEM

AGENDA ITEM:		Type of Action	
MEETING DATE:	07/26/10 11:45 am	Execute Contract	_____ CONSENT AGENDA _____
SUBJECT:	Trial Court Improvement	Pass Resolution	<u> X </u> PUBLIC HEARING <u> X </u>
	Fund Line Item Transfers	Pass Ordinance	_____ 1 ST DISCUSSION _____
		Pass Motion	_____ 2 ND DISCUSSION _____
Prepared By:	Pat Austin	Other	_____ OTHER _____
Reviewed By:		Approve for Hearing	

BACKGROUND INFORMATION

The Superior Court will present a Line Item Transfer request to appropriately coincide with expenditures recommended by the Trial Court Improvement Committee and approved by the Benton County Commissioners. Please see attached resolution and line item transfer form.

SUMMARY

RECOMMENDATION

Recommend approval of line item transfers and resolution.

FISCAL IMPACT

None – expenditures paid through the trial court improvement monies

MOTION

Move to approve the recommended line item transfers within the Trial Court Improvement Funds and Resolution No. _____ in the matter of the Trial Court Improvement Committee intra-fund line item transfers to comply with the county Auditor's directive with regard to approved expenditures.

RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

**IN THE MATTER OF THE TRIAL COURT IMPROVEMENT COMMITTEE
INTRA-FUND LINE ITEM TRANSFERS TO COMPLY WITH THE COUNTY
AUDITOR'S DIRECTIVE WITH REGARD TO APPROVED EXPENDITURES**

WHEREAS, line items 512.815.3501, 9305 and 512.815.4905 are current Trial Court Improvement Fund expenditure line items; and,

WHEREAS, the Trial Court Improvement Committee has created new line items to appropriately coincide with approved expenditures as outlined on Attachment "A"; and

NOW THEREFORE, BE IT RESOLVED, that the Board of Benton County Commissioners hereby approves the Trial Court Improvement Fund line item transfers as outlined on Attachment "A", in the amount of \$6,300.

DATED this day of , 20

Chairman of the Board

Member

Member

Attest:
Clerk of the Board

**Constituting the Board of County
Commissioners of Benton County,
Washington**

ATTACHMENT "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name:

Dept Nbr:

Fund Name:

Fund Nbr:

TRANSFER FROM:

TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
512.815	3501	Small Item Equipment	\$ 6,300	512.815	9305	Computer hard/soft	\$ 5,300.00
					4905	Training	1,000
TOTAL			\$0	TOTAL			\$6,300

Explanation:

Prepared by:

Date:

Approved

Denied

Date: